

KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | MARCH 21, 2023 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

MEMBERS OF THE PUBLIC MAY JOIN IN PERSON OR
ACCESS A LIVE FEED AT WWW.CITYOFKENNEDEALE.COM/VIDEOS
THE VIRTUAL OPTION DOES NOT ALLOW FOR PUBLIC COMMENT

I. CALL TO ORDER

To address the Kennedale City Council regarding an agenda item, submit a 'Request to Speak' form before the meeting begins. Speakers are allotted three (3) minutes, must limit their comments to the subject indicated on the form, and should address the Kennedale City Council as a whole, rather than individual members or staff. Pursuant to Texas Government Code §551.071, the Kennedale City Council reserves the right to adjourn into Executive (Closed) Session at any time during the meeting to seek legal advice from the City Attorney on any item posted on the agenda.

A. ROLL CALL

II. WORK SESSION

A. WORK SESSION REPORTS

1. Parks Update
2. Freese and Nichols Sewer Study Update.
3. Uniform Development Code revision discussion.

B. DISCUSSION AND/OR REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

III. REGULAR SESSION

A. INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State under God; One and Indivisible."

B. REPORTS AND ANNOUNCEMENTS

In addition to any items below, the Kennedale City Council, the presiding officer, and/or staff may give or receive reports regarding items of community interest, including, but not limited to, recognition of officials, citizens, staff, or departments; information regarding holiday schedules; and upcoming or attended events.

1. Recognition from The Salvation Army for participating in the Red Kettle Challenge

2. Swearing in Ceremony:
Officer Bridget Miranda.
Officer Garyth Rawls
3. Pinning ceremony for:
Firefighter Paramedic Steven Howery
Firefighter Paramedic Austin Landry
4. Updates from members of the Kennedale City Council
5. Updates from the Mayor
6. Updates from the City Manager
7. Financial Reports for the City and/or the EDC

C. VISITOR AND CITIZEN FORUM

At this time, any person may address the Kennedale City Council about items not on the agenda. Rules and procedures for addressing the Kennedale City Council are included under "I. CALL TO ORDER". Neither formal action nor discussion may occur at this time. Those wishing, instead, to speak on an agenda item should indicate their desire to speak as the Kennedale City Council considers that item.

D. CONSENT AGENDA

These matters have appeared on previous agendas, require little or no deliberation, or are considered routine or ministerial tasks. If discussion is desired, items may be removed for separate consideration.

1. Approval of the minutes from the February 21, 2023 Regular Meeting

E. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider approval of the Little School Road Project from Freese & Nichols.
2. Discussion and action regarding a rate adjustment to the current contract with Waste Connections for residential and commercial solid waste collection, transport, disposal, and recycling services, and action of an amendment to solid waste agreement regarding same.
3. Discussion and action to approve contractor Tejas Construction for water line project at 100 N. New Hope Road.
4. Approval of Budget Amendment to the FY 23 budget Ordinance.
5. Discussion and action designating the Juneteenth holiday as a City of Kennedale holiday.
6. Discussion and approval of Park Dedication Ordinance.
7. Discussion and approval of the sale of 6890 Hudson Village Creek Road.

F. PUBLIC HEARINGS

IV. EXECUTIVE SESSION

The Kennedale City Council reserves the right to meet in Executive (Closed) Session at any time during the meeting pursuant to the below cited sections of the Texas Government Code:

- A. *PURSUANT TO §551.071* — Consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary**

Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda, legal issues regarding the Open Meetings Act.

B. **PURSUANT TO §551.072** — *Deliberation regarding the purchase, exchange, lease, or value of real property.*

C. **PURSUANT TO §551.087** — *(1) Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision.*

1. Karmali Holdings.

D. **PURSUANT TO §551.074** — *Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.*

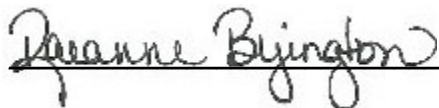
1. City Manager Follow Up.

V. RECONVENE INTO OPEN SESSION, AND TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION, IF NEEDED

VI. ADJOURNMENT

CERTIFICATION

I DO HEREBY CERTIFY THAT THE MARCH 21, 2023 KENNEDALE CITY COUNCIL AGENDA WAS POSTED INSIDE THE MAIN ENTRANCE OF CITY HALL (405 MUNICIPAL DRIVE), IN A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES; AND THAT SAID AGENDA WAS POSTED AT LEAST SEVENTY-TWO (72) HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING, IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE.



RAEANNE BYINGTON CITY SECRETARY

In compliance with the Americans with Disabilities Act (ADA), the City of Kennedale will provide for reasonable accommodations for persons attending meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for sign interpreter services must be made forty-eight (48) hours prior to the meeting by calling 817-985-2104 or (TTY) 1-800-735-2989.



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.

SUBJECT
WORK SESSION REPORTS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.1.

SUBJECT

Parks Update

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	KYA City Council Presentaion	KYA City Council Presentaion .pdf
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K
Y
A

KENNEDALE YOUTH ASSOCIATION

Promoting positive development through
sports and other activities for children in our
communities

Presented by: Derrick D. Kelly, KYA President
Donnie Birdow, Vice President



WHO ARE WE, WILDCATS!

We are a network of volunteer parents, coaches, and administrators dedicated to promoting healthy sportsmanship and competition through youth sports. We believe in using sports as a vehicle to teach the youngest of society the importance of honesty, courage, and loyalty. We strive to instill in all that participate in our league a champion's heart; never quit, be a good teammate, and always give your best.





KYA EXECUTIVE BOARD

Derrick D. Kelly
Donnie Birdow
Dr. Namicha Williams
Michelle Neyhart
Sandra Rodriguez
Chad Sheffield
Ashley Cox

President
Vice President
Secretary
Treasurer
Special Event Coordinator
League Rep
Cheer Coordinator

KYA Executive Board is comprised of executives, professionals, and specialists from various sectors. All board members have either had a child participate or currently participating in KYA.



KENNEDALE YOUTH ASSOCIATION

Kennedale Youth Association is a non-profit 501(c)(3) organization providing youth recreational football and cheer in times past baseball as well as softball for the citizens of Kennedale for over 50 years.

- All revenue generated through KYA-sponsored programs goes toward the kids participating in our programs.
- Parent volunteers meet labor challenges that board members cannot supply
- KYA has proven to be resilient in spite of a number of hardships and challenges.

OUR CURRENT PROGRAMS

- **Spring Flag Football and Cheer:** enrollment consists of ages 6 to 12. Recruitment begins in February, and the season concludes in April with a championship tournament.
- **Conditioning Camp:** begins in June and generally last six weeks for ages 4 to 12. Conditioning camp is free, and there is no requirement to participate in either Spring or Fall sports, but it is encouraged.
- **Fall Tackle and Cheer:** enrollment consists of ages 4 to 12. Ages 6 and under play flag football. Recruitment begins in February. The official start of the season generally is the last week of August. The season last nine weeks ending the week before Thanksgiving.

All kids participate regardless of athletic ability



NWTX YOUTH FOOTBALL ASSOCIATION

North West Texas Football Association is a pure-age recreational football league that services the DFW metroplex and surrounding counties. The largest regional recreational league for football and cheer.

- Participating town representatives serve as executive board members.
- Towns are allocated home games based on their ability to host.
- Rules and regulations imposed by NWTFA and enforced by towns ensure that hosting sites are hospitable, safe, and maintain a recreational atmosphere.



NWTX YOUTH FOOTBALL ASSOCIATION

Burleson Youth Association
Burleson Boys and Girls Club (BBGC)
Ennis Pee Wee Youth Association
Ferris Youth Association
Granbury Pee Wee Association
Kennedale Youth Association
Lake Worth Youth Association
Lion Youth Sports Association (LYSA)
Midlothian Youth Football League
Red Oak Youth Football Association
Richland Youth Association
Saginaw Youth Association
Waxahachie Youth Association





A FEW PROGRAM HIGHLIGHTS

- Over seven years of phenomenal growth with consistent postseason play throughout various age levels, particularly the 12-year-old division.
- Relatively low cost in comparison to most recreational teams. Scholarships are awarded to families with limited means.
- Regionally the only solvent recreational football program serving Kennedale, Southeast Fort Worth, South Arlington, and Mansfield.

The Intrinsic Value of KYA

For children, regular participation in recreational sports can lead to improved social and emotional competencies, including positive social behavior, the development of soft skills, better concentration, and a higher sense of self-worth.

Broadens and strengthens social networks that build a stronger sense of community. Families new to an area often utilize recreational sports as a means to build relationships with current residents, while current residents are able to forge new bonds with individuals due to socio-economic conditions may not otherwise meet.

A decrease in direct, indirect, and personal healthcare costs due to participation in activities.



THE BENEFITS OF RECREATIONAL FACILITIES

YOU'RE HERE YOU'RE HOME

City of Kennedale



Steady population growth

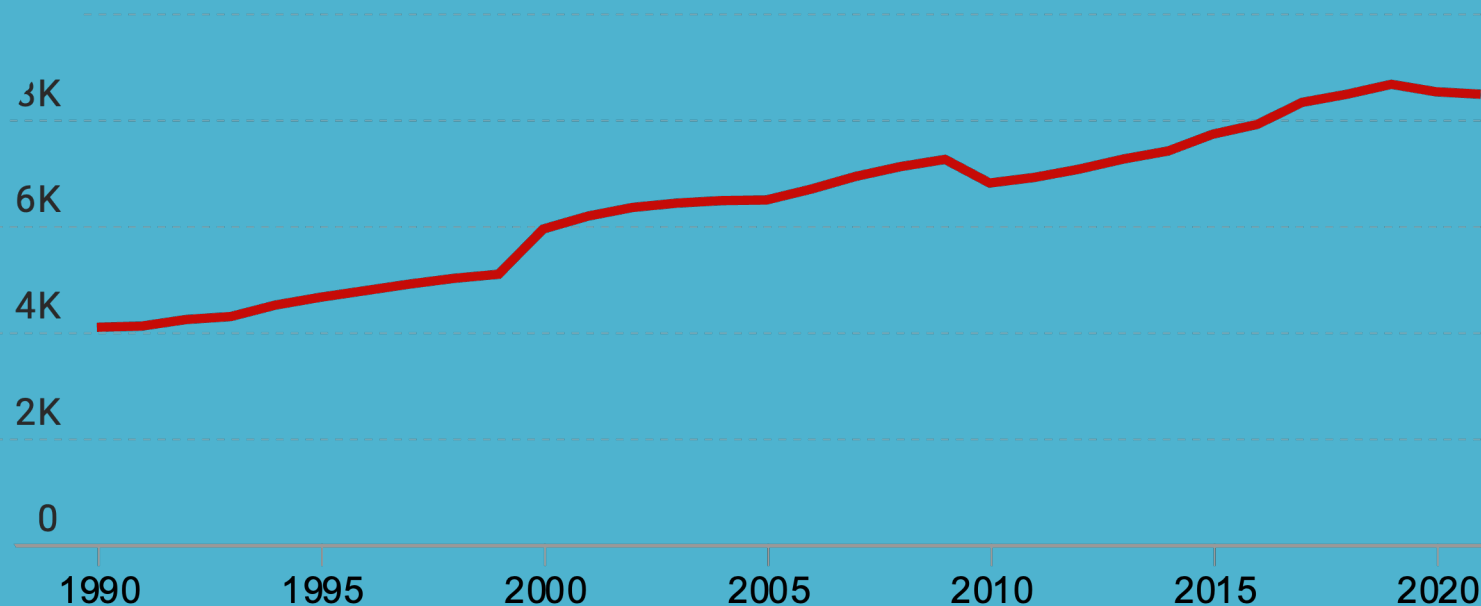


Average household
income ranges between
60 to 80k



Low crime rate

Population in Kennedale



www2.census.gov via Data Commons

THE BENEFITS OF RECREATIONAL FACILITIES FOR FAMILIES

Cost

- Low-cost family entertainment compared to other venues
- Local Entertainment

Community

- Comradery
- Civic Pride
- Community engagement
- Connection to resources

Connectivity

- Families that play together stay together.
- Stress reduction
- Promotes health living



THE BENEFITS OF RECREATIONAL FACILITIES FOR KIDS

- Development**
- Mental and Physical Health
 - Promotes social responsibility
 - Fun

- Community**
- Comradery
 - Civic Pride
 - Community engagement
 - Connection to resources

- Connectivity**
- Families that play together stay together.
 - Stress reduction
 - Increases exposure to positive role models



THE BENEFITS OF RECREATIONAL FACILITIES FOR THE CITY OF KENNEDALE

City

- Increase property value
- Restaurant and Retail patronage
- Revenue through venue and tournament leases

Community

- Social gatherings
- Civic Pride
- Community engagement
- Connection to resources

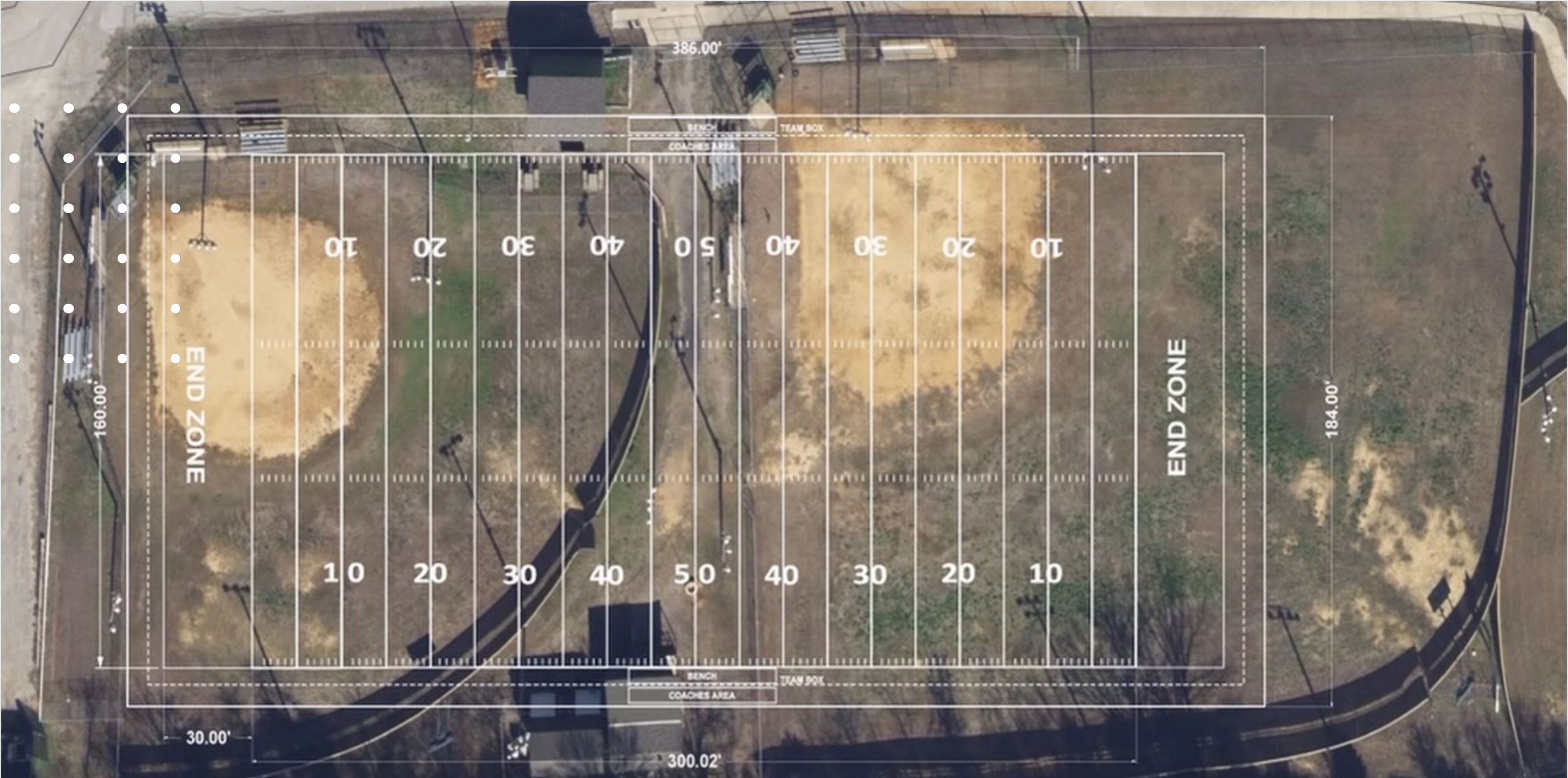
Connectivity

- Families that play together stay together.
- Stress reduction
- Increases exposure to positive role models





FIELD LOGISTICS



BASEBALL FIELD CONVERSION

RECIPIENT:

Donnie
200 Village Street
Kennedale, Texas 76060

Quote #12	
Sent on	Jan 28, 2023
Total	\$272,320.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Product installation only	Installation of professional grade Turf 2000 bags of silica sand 30 boxes of 5 inch nails 72 rolls of sink tape 18 5 gallon buckets of supreme glue Excavation and subgrade to be done with 6 inches of base to 8 inches a base composed of half inch rock for the first 2 to 4 inches then 2 to 4 inches of crushed concrete fines 3/8 minus as well as base our responsibility is to professionally grade turf glued in seam taped and filled with silica sand and rubber infield to meet the customers specifications	53000	\$2.90	\$153,700.00
Purchase of Turf		53000	\$1.50	\$79,500.00
Concrete footer around the perimeter	4+ inch thick, fibermesh reinforced 3500 PSI concrete. Broom finish. Quantity includes typical waste overage, material for repair and local delivery Concrete Curb Installation Labor, Basic Basic labor to install concrete curb with favorable site conditions. Layout finished height and slope. Lightly grade and remove loose soil. Set forms and reinforcing. Pour and finish concrete. Excavation, gravel base layer, compaction or hardscape demolition not included. Includes planning,	984	\$30.00	\$29,520.00



ESTIMATE 10573-1

4700 US-377 Building 6B
Krugerville, TX 76227, USA
info@dfwturf.com

Prepared For:
Donnie Birdow
Kennedale Youth Association

(469) 394-1830
football@kyawildcats.org

TOTAL \$884460.00

Description	QTY	Amount
All Play Proposal to install All Play sports field turf, Install 2-3" of compacted flex base, Glue and pin all seams, Secure turf perimeter with 6" nails/staples, Install 2lbs per sf. of Rounded Silica and Zeolite Sand, Power brush turf surface. Post installation quality control check.	72000.00	730800.00
This also includes installation of 2 field goal post and the crumb rubber infill as well as 20 ft of turf on both sides of		

TURF ESTIMATES



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.2.

SUBJECT

Freese and Nichols Sewer Study Update.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Wastewater IFCIP #1-3 OPCC	Wastewater IFCIP #1-3 OPCC.pdf
2.	WW CIP Figure	WW CIP Figure.pdf

City of Kennedale



Wastewater Capital Improvement Cost Estimate

Construction Project Number: 1

Phase: Proposed

Project Name: 15-inch Wastewater Interceptor Replacement along North Road and Valley Lane

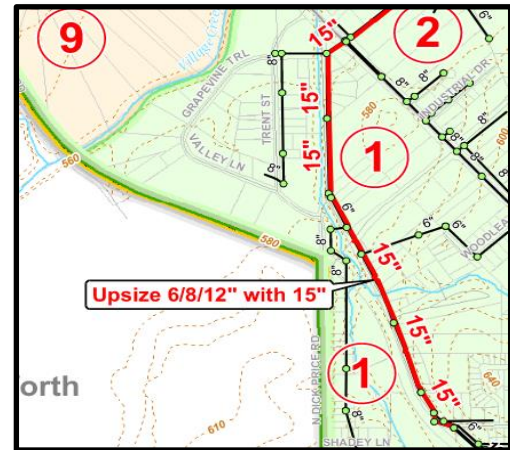
Project Description:

This project consists of replacing the existing 6/8/12-inch wastewater lines with a 15-inch wastewater line along North Road and Valley Lane from the intersection of North Road and 3rd Street to the existing 12-inch wastewater line along West Kennedale Parkway.

Project Drivers:

This line will address an existing system capacity deficiency and provide capacity for growth.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	15" Pipe 8- 16 feet deep - Congested Area	5,300	LF	\$ 422	\$ 2,236,600
2	60" Diameter Manhole	17	EA	\$ 25,000	\$ 425,000
3	24" Boring and Casing	50	LF	\$ 900	\$ 45,000
4	Concrete Pavement Repair	1,400	SY	\$ 180	\$ 252,000
SUBTOTAL:					\$ 2,958,600
CONTINGENCY				20%	\$ 591,800
SUBTOTAL:					\$ 3,550,400
ENG/SURVEY				15%	\$ 532,600
SUBTOTAL:					\$ 4,083,000
Estimated Project Total:					\$ 4,083,000

Comments: FNI OPCC does not include any factors to account for the ongoing COVID-19 government enforced closures worldwide which could potentially impact material, equipment, and/or labor costs on the project. In addition, the impact on construction schedules due to the COVID-19 pandemic is unknown.

City of Kennedale



Wastewater Capital Improvement Cost Estimate

Construction Project Number: 2

Phase: Proposed

Project Name: 18-inch Wastewater Interceptor Replacement in Basin B

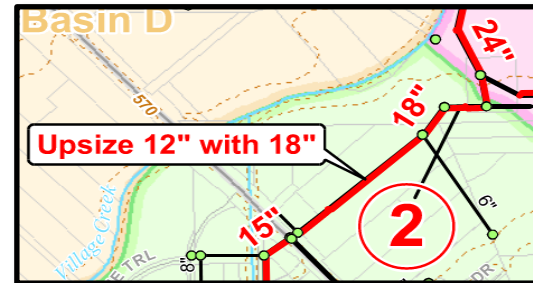
Project Description:

This project consists of the replacement of the existing 12-inch wastewater line with an 18-inch wastewater line from the proposed 15-inch interceptor at West Kennedale Parkway to the existing 18-inch wastewater line in Basin C-1.

Project Drivers:

This line will address an existing system capacity deficiency and provide capacity for growth.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	18" Pipe 8- 16 feet deep - Congested Area	2,300	LF	\$ 462	\$ 1,062,600
2	60" Diameter Manhole	10	EA	\$ 25,000	\$ 250,000
3	Concrete Pavement Repair	700	SY	\$ 180	\$ 126,000
SUBTOTAL:					\$ 1,438,600
CONTINGENCY				20%	\$ 287,800
SUBTOTAL:					\$ 1,726,400
ENG/SURVEY				15%	\$ 259,000
SUBTOTAL:					\$ 1,985,400
Estimated Project Total:					\$ 1,985,400

Comments: FNI OPCC does not include any factors to account for the ongoing COVID-19 government enforced closures worldwide which could potentially impact material, equipment, and/or labor costs on the project. In addition, the impact on construction schedules due to the COVID-19 pandemic is unknown.

City of Kennedale



Wastewater Capital Improvement Cost Estimate

Construction Project Number: 3

Phase: Proposed

Project Name: 24-inch Wastewater Interceptor Replacement to Arlington Interstate 20 Interconnect

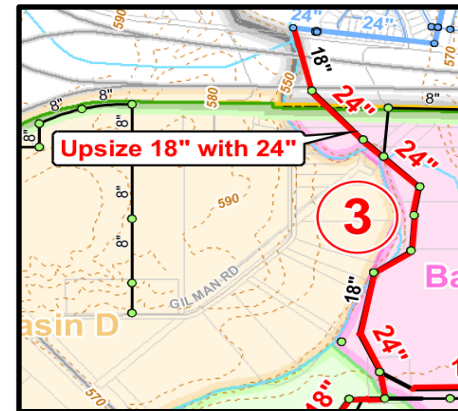
Project Description:

This project consists of replacing the existing 18-inch wastewater line with a 24-inch wastewater line from the existing 24-inch City of Arlington wastewater line north of Interstate 20 to the proposed 18-inch Wastewater Interceptor Replacement in Basin B.

Project Drivers:

The existing wastewater line is nearing it's desing capacity. The proposed line will provide capacity for growth in Basin C-1 and Basin D.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" Pipe 8- 16 feet deep - Congested Area	3,420	LF	\$ 616	\$ 2,106,720
2	60" Diameter Manhole	9	EA	\$ 25,000	\$ 225,000
3	34" Boring and Casing	100	LF	\$ 748	\$ 74,800
SUBTOTAL:					\$ 2,406,600
CONTINGENCY				20%	\$ 481,400
SUBTOTAL:					\$ 2,888,000
ENG/SURVEY				15%	\$ 433,200
SUBTOTAL:					\$ 3,321,200
Estimated Project Total:					\$ 3,321,200

Comments: FNI OPCC does not include any factors to account for the ongoing COVID-19 government enforced closures worldwide which could potentially impact material, equipment, and/or labor costs on the project. In addition, the impact on construction schedules due to the COVID-19 pandemic is unknown.

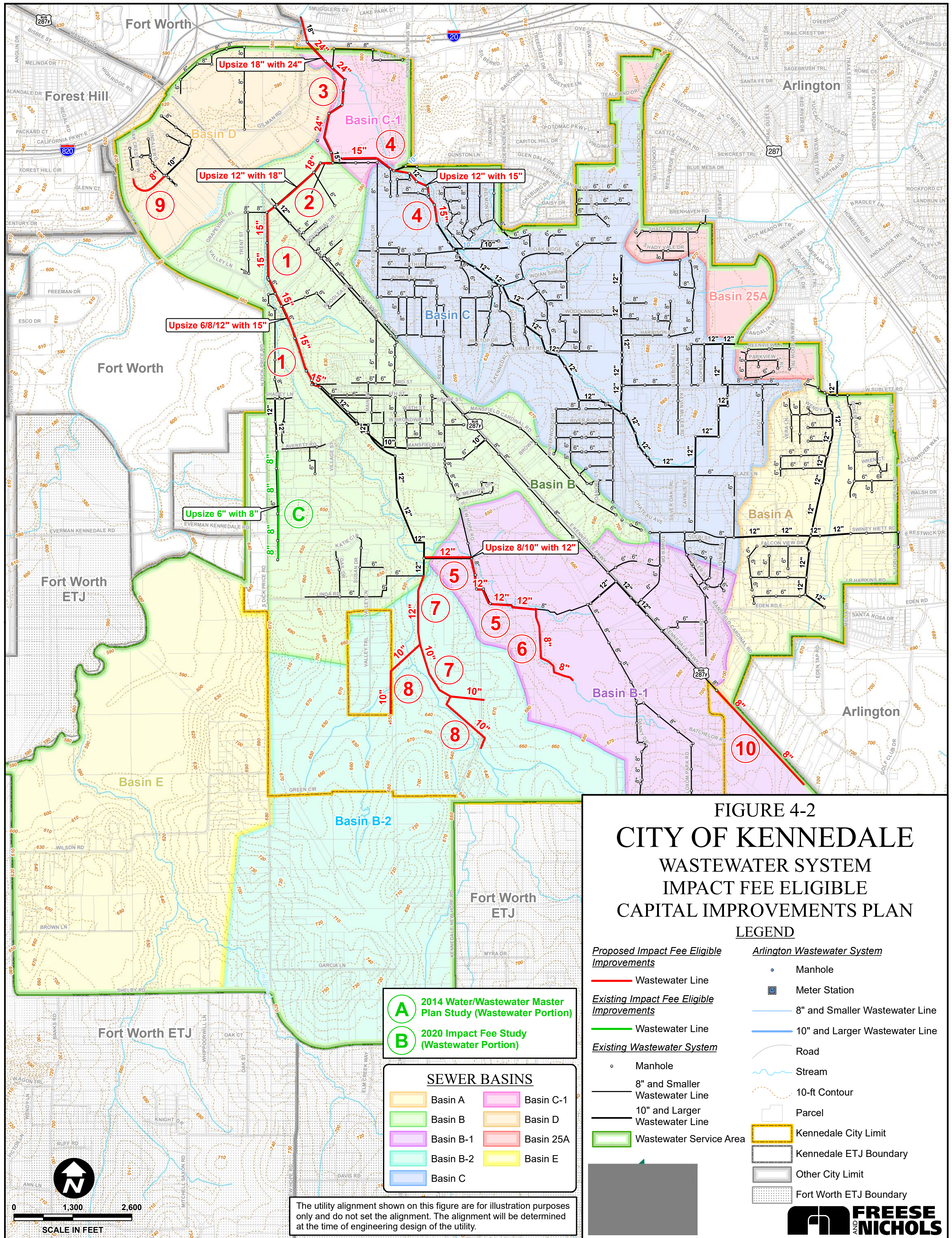


FIGURE 4-2
CITY OF KENNEDALE
WASTEWATER SYSTEM
IMPACT FEE ELIGIBLE
CAPITAL IMPROVEMENTS PLAN
LEGEND

- Proposed Impact Fee Eligible Improvements**

 - Wastewater Line

Existing Impact Fee Eligible Improvements

 - Wastewater Line

Existing Wastewater System

 - Manhole
 - 8" and Smaller Wastewater Line
 - 10" and Larger Wastewater Line
 - Wastewater Service Area
- Arlington Wastewater System**

 - Manhole
 - Meter Station
 - 8" and Smaller Wastewater Line
 - 10" and Larger Wastewater Line
 - Road
 - Stream
 - 10-ft Contour
 - Parcel
 - Kennedale City Limit
 - Kennedale ETJ Boundary
 - Other City Limit
 - Fort Worth ETJ Boundary

A 2014 Water/Wastewater Master Plan Study (Wastewater Portion)

B 2020 Impact Fee Study (Wastewater Portion)

SEWER BASINS

Basin A	Basin C-1
Basin B	Basin D
Basin B-1	Basin 25A
Basin B-2	Basin E
Basin C	

The utility alignment shown on this figure are for illustration purposes only and do not set the alignment. The alignment will be determined at the time of engineering design of the utility.



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.3.

SUBJECT

Uniform Development Code revision discussion.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM II.B.

SUBJECT

DISCUSSION AND/OR REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: REGULAR SESSION ITEM III.A.

SUBJECT

INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State under God; One and Indivisible."

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.B.

SUBJECT

REPORTS AND ANNOUNCEMENTS

In addition to any items below, the Kennedale City Council, the presiding officer, and/or staff may give or receive reports regarding items of community interest, including, but not limited to, recognition of officials, citizens, staff, or departments; information regarding holiday schedules; and upcoming or attended events.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.B.1.

SUBJECT

Recognition from The Salvation Army for participating in the Red Kettle Challenge

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.B.3.

SUBJECT

Pinning ceremony for:

Firefighter Paramedic Steven Howery

Firefighter Paramedic Austin Landry

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.B.4.

SUBJECT

Updates from members of the Kennedale City Council

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.B.5.

SUBJECT

Updates from the Mayor

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.B.6.

SUBJECT

Updates from the City Manager

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.B.7.

SUBJECT

Financial Reports for the City and/or the EDC

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Monthly Financial Report - January 2023 Overview	Monthly Financial Report - January 2023 Overview.pdf
2.	Monthly Financial Report - January 2023 Detail	Monthly Financial Report - January 2023 Detail.pdf



**CITY OF KENNEDALE
MONTHLY FINANCIAL REPORT
Month Ended January 2023
EXECUTIVE OVERVIEW**

TO Mayor and Members of City Council
Darrell Hull, City Manager

FROM Finance Director

DATE March 15, 2023

SUBJECT Monthly Financial Report for January 2023

Below is an overview of the monthly financial results for the current fiscal year through January. Detail schedules for each fund are attached for your review.

Results through January represent 33.3% of the fiscal year.

GENERAL FUND (01)

- ◊ Property tax revenues received year-to-date \$4,478,664; 82.1% of total budget; prior year receipts through January were 84.0% of total
- ◊ Sales tax revenues received year-to-date \$354,781; 17.8% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December; November in January, etc.
- ◊ General Fund expenditures year-to-date \$2,992,084; 29.1% of total budget
- ◊ Fund Balance year-to-date is \$4,986,123; 173 days of total budgeted expenditures and transfers out; revenues are ahead of spending for the fiscal year therefore fund balance is more than the projected fund balance for year-end of \$2,673,737 or 93 days of total budgeted expenditures and transfers out

WATER/SEWER FUND (10)

- ◊ Water service sales year-to-date \$841,363; 34.7% of budget
- ◊ Sewer service sales year-to-date \$569,595; 35.5% of budget
- ◊ Utility Billing and Operations expenditures year-to-date \$1,089,411; 35.0% of total budget
- ◊ Working Capital year-to-date is \$ 3,990,407; 320 days of total budgeted expenditures and transfers out; budgeted Days of Working Capital at year-end is 299 days

STORMWATER FUND (07)

- ◊ Drainage fees year-to-date \$177,603; 66.1% of budget
- ◊ Stormwater Fund expenditures year-to-date \$3,293; 1.6% of total budget
- ◊ Working Capital year-to-date is \$666,338; 1,157 days of total budgeted expenditures and transfers out; budgeted Days of Working Capital at year-end is 1,093 days

EDC FUND (15)

- ◊ Sales tax revenues received year-to-date \$109,074; 17.8% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December; November in January, etc.
- ◊ Rental fees for the Shopping Center year-to-date \$101,093; 34.4% of total budget
- ◊ EDC Operations expenditures year-to-date \$121,656; 20.9% of total budget; includes \$52,397 for annual Christmas event
- ◊ EDC Town Shopping Center expenditures year-to-date \$33,945; 51.4% of total budget; \$14,857 of total expenditures was for insurance costs which are paid in October
- ◊ Fund Balance year-to-date is \$1,230,616; 495 days of total budgeted expenditures and transfers out; budgeted Fund Balance at year-end is 632 days

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended January 2023

GENERAL FUND (01)									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year (estimated)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
GENERAL FUND REVENUES									
Property Taxes	\$ 5,043,042	\$ 1,085,916	\$ 4,237,963	84.0%	\$ 5,452,751	\$ 1,313,085	\$ 4,478,664	82.1%	\$ 974,087
Sales Taxes	1,800,010	138,192	279,645	15.5%	1,991,717	171,493	354,781	17.8%	1,636,936
Grants and Contributions	38,331	-	500	1.3%	895,000	12,500	40,439	4.5%	854,561
Licenses and Permits	246,250	25,537	171,492	69.6%	354,928	51,962	100,360	28.3%	254,568
Fines and Fees	134,024	7,206	36,116	26.9%	144,066	17,036	57,016	39.6%	87,050
Charges for Services	231,247	26,153	74,272	32.1%	307,250	15,561	78,022	25.4%	229,228
Intergovernmental	164,928	11,000	11,000	6.7%	161,590	-	27,065	16.7%	134,525
All Other Revenues	90,042	686	3,380	3.8%	41,676	12,581	35,869	86.1%	5,807
Total General Fund Revenues	7,747,874	1,294,690	4,814,368	62.1%	9,348,978	1,594,218	5,172,216	55.3%	4,176,762
GENERAL FUND EXPENDITURES									
City Manager - Dept 01	195,840	15,869	66,352	33.9%	327,672	13,160	65,089	19.9%	262,583
Mayor/Council - Dept 02	198,138	9,607	56,630	28.6%	185,500	14,618	44,293	23.9%	141,207
City Secretary - Dept 03	51,588	1,476	20,249	39.3%	168,463	2,395	22,192	13.2%	146,271
Municipal Court - Dept 04	117,284	8,543	37,266	31.8%	182,373	14,679	48,192	26.4%	134,181
Human Resources - Dept 05	143,453	15,056	45,114	31.4%	186,406	3,366	42,988	23.1%	143,418
Finance - Dept 07	442,726	52,366	158,418	35.8%	511,396	45,325	132,323	25.9%	379,073
Police - Dept 09	3,020,391	293,035	1,033,029	34.2%	3,483,034	247,742	1,204,089	34.6%	2,278,945
Fire - Dept 10	2,418,117	193,263	764,566	31.6%	3,522,918	124,613	840,158	23.8%	2,682,760
Community Development - Dept 12	504,425	22,890	127,886	25.4%	653,505	9,147	115,881	17.7%	537,624
Senior Citizen Center - Dept 16	29,129	650	7,528	25.8%	57,716	2,789	13,251	23.0%	44,465
Library - Dept 17	238,947	13,775	78,201	32.7%	365,199	21,680	115,396	31.6%	249,803
Non Departmental - Dept 90	534,652	26,675	280,896	52.5%	622,577	23,870	348,232	55.9%	274,345
Total General Fund Expenditures	7,894,690	653,205	2,676,135	33.9%	10,266,759	523,384	2,992,084	29.1%	7,274,675
Revenues Over (Under) Expenditures	(146,816)	641,485	2,138,233		(917,781)	1,070,834	2,180,132		
Transfers In	301,356	48,274	193,094	64.1%	1,193,374	48,274	193,094	16.2%	1,000,280
Transfers (Out)	0	(60,840)	(60,840)	0.0%	(275,593)	(15,210)	(60,840)	22.1%	(214,753)
Net Change in Fund Balance	154,540	628,919	2,270,487		-	1,103,898	2,312,386		
Beginning Fund Balance - October 1	2,519,197		2,519,197		2,673,737		2,673,737		
Ending Fund Balance - year-to-date	\$ 2,673,737		\$ 4,789,684		\$ 2,673,737		\$ 4,986,123		
Average Daily Annual Expenditures	\$ 21,629				\$ 28,883				
Days of Fund Balance	124		221		93		173		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended January 2023

UTILITY FUNDS									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year (estimated)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Stormwater Utility Fund (07)									
Stormwater Utility Fund Revenues	\$ 248,105	\$ 22,356	\$ 88,969	35.9%	\$ 269,688	\$ 25,513	\$ 99,308	36.8%	\$ 170,380
Stormwater Utility Fund Expenditures	75,357	1,338	7,046	9.4%	210,221	100	3,293	1.6%	206,928
Revenues Over (Under) Expenditures	172,748	21,018	81,923		59,467	25,413	96,015		
Beginning Working Capital - October 1	397,575		397,575		570,323		570,323		
Ending Working Capital - year-to-date	<u>\$ 570,323</u>		<u>\$ 479,498</u>		<u>\$ 629,790</u>		<u>\$ 666,338</u>		
Average Daily Annual Expenditures	\$ 206				\$ 576				
Days of Working Capital	2,762		2,323		1,093		1,157		
Water/Sewer Fund (10)									
Water/Sewer Fund Revenues	\$ 4,200,608	\$ 327,347	\$ 1,440,456	34.3%	\$ 4,359,179	\$ 353,012	\$ 1,616,111	37.1%	\$ 2,743,068
Water/Sewer Fund Expenditures									
Utility Billing - Dept 01	1,449,745	41,736	293,526	20.2%	1,630,355	117,031	465,805	28.6%	1,164,550
Operations - Dept 02	1,475,336	88,460	528,606	35.8%	1,479,759	110,143	623,606	42.1%	856,153
Debt Service - Dept 03	295,215	-	-	0.0%	293,930	-	-	0.0%	293,930
Capital Projects - Dept 04	10,640	941	2,805	26.4%	448,800	-	28,600	6.4%	420,200
Non Departmental - Dept 90	872,359	70,639	299,996	34.4%	697,279	70,966	299,628	43.0%	397,651
Total Water/Sewer Fund Expenditures	4,103,295	201,776	1,124,933	27.4%	4,550,123	298,140	1,417,639	31.2%	3,132,484
Revenues Over (Under) Expenditures	97,313	125,571	315,523		(190,944)	54,872	198,472		
Transfers In	187,525	15,627	62,508	33.3%	187,525	15,627	62,508	33.3%	125,017
Net Change in Fund Balance	284,838	141,198	378,031		(3,419)	70,499	260,980		
Beginning Working Capital - October 1	3,444,589		3,444,589		3,729,427		3,729,427		
Ending Working Capital - year-to-date	<u>\$ 3,729,427</u>		<u>\$ 3,822,620</u>		<u>\$ 3,726,008</u>		<u>\$ 3,990,407</u>		
Average Daily Annual Expenditures	\$ 11,242				\$ 12,466				
Days of Working Capital	332		340		299		320		
Water Impact Fee Fund (61)									
Water Impact Fund Revenues	\$ 61,016	\$ 1,359	\$ 34,147	56.0%	\$ 60,100	\$ 1,075	\$ 8,522	14.2%	\$ 51,578
Water Impact Fund Expenditures	0	-	-	0.0%	50,000	-	-	0.0%	50,000
Revenues Over (Under) Expenditures	61,016	1,359	34,147		10,100	1,075	8,522		
Transfers (Out)	0	-	-	0.0%	(30,000)	-	-	0.0%	(30,000)
Net Change in Fund Balance	61,016	1,359	34,147		(19,900)	1,075	8,522		
Beginning Fund Balance - October 1	48,259		48,259		109,275		109,275		
Ending Fund Balance - year-to-date	<u>\$ 109,275</u>		<u>\$ 82,406</u>		<u>\$ 89,375</u>		<u>\$ 117,797</u>		
Sewer Impact Fee Fund (62)									
Fund 62 Sewer Impact Fund Revenues	\$ 74,170	\$ 1,843	\$ 43,225	58.3%	\$ 70,600	\$ 1,500	\$ 8,951	12.7%	\$ 61,649
Fund 62 Sewer Impact Fund Expenditures	0	-	-	0.0%	50,000	-	-	0.0%	50,000
Revenues Over (Under) Expenditures	74,170	1,843	43,225		20,600	1,500	8,951		
Transfers (Out)	(60,000)	(5,000)	(20,000)	33.3%	(60,000)	(5,000)	(20,000)	33.3%	(40,000)
Net Change in Fund Balance	14,170	(3,157)	23,225		(39,400)	(3,500)	(11,049)		
Beginning Fund Balance - October 1	170,067		170,067		184,237		184,237		
Ending Fund Balance - year-to-date	<u>\$ 184,237</u>		<u>\$ 193,292</u>		<u>\$ 144,837</u>		<u>\$ 173,188</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended January 2023

DEBT SERVICE FUND (02)									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year (estimated)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Debt Service Fund Revenues	\$ 1,789,334	\$ 361,802	\$ 1,412,468	78.9%	\$ 1,472,427	\$ 439,701	\$ 1,498,845	101.8%	\$ (26,418)
Debt Service Fund Expenditures	1,669,234	815,947	815,947	48.9%	1,672,427	440,935	440,935	26.4%	1,231,492
Revenues Over (Under) Expenditures	120,100	(454,145)	596,521		(200,000)	(1,234)	1,057,910		
Beginning Fund Balance - October 1	687,654		687,654		807,754		807,754		
Ending Fund Balance - year-to-date	807,754		1,284,175		607,754		1,865,664		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended January 2023

CAPITAL PROJECT FUNDS									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year (estimated)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Capital Projects Fund (04)									
Capital Projects Fund Revenues	\$ 100,566	\$ 12,255	\$ 38,100	37.9%	\$ 86,711	\$ 20,690	\$ 39,305	45.3%	\$ 47,406
Capital Projects Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	100,566	12,255	38,100		86,711	20,690	39,305		
Transfers (Out)	(106,501)	-	-	0.0%	(104,800)	-	-	0.0%	(104,800)
Net Change in Fund Balance	(5,935)	12,255	38,100		(18,089)	20,690	39,305		
Beginning Fund Balance - October 1	147,087		147,087		141,152		141,152		
Ending Fund Balance - year-to-date	<u>\$ 141,152</u>		<u>\$ 185,187</u>		<u>\$ 123,063</u>		<u>\$ 180,457</u>		
Capital Bond Fund (13)									
Capital Bond Fund Revenues	\$ 6,041,045	\$ 263	\$ 6,016,190	99.6%	\$ 24,000	\$ 12,090	\$ 49,955	208.1%	\$ (25,955)
Capital Bond Fund Expenditures	307,666	15,840	40,671	13.2%	4,300,000	-	255,319	5.9%	4,044,681
Revenues Over (Under) Expenditures	5,733,379	(15,577)	5,975,519		(4,276,000)	12,090	(205,364)		
Beginning Fund Balance - October 1	2,170,389		2,170,389		7,903,768		7,903,768		
Ending Fund Balance - year-to-date	<u>\$ 7,903,768</u>		<u>\$ 8,145,908</u>		<u>\$ 3,627,768</u>		<u>\$ 7,698,404</u>		
Park Dedication Fund (14)									
Park Dedication Fund Revenues	\$ 49,312	\$ 21	\$ 31,429	63.7%	\$ 52,280	\$ 2,226	\$ 9,025	17.3%	\$ 43,255
Park Dedication Fund Expenditures	125	125	125	100.0%	220,195	-	-	0.0%	220,195
Revenues Over (Under) Expenditures	49,187	(104)	31,304		(167,915)	2,226	9,025		
Beginning Fund Balance - October 1	648,018		648,018		697,205		697,205		
Ending Fund Balance - year-to-date	<u>\$ 697,205</u>		<u>\$ 679,322</u>		<u>\$ 529,290</u>		<u>\$ 706,230</u>		
Library Building Fund (32)									
Library Building Fund Revenues	\$ 283	\$ 1	\$ 35	12.4%	\$ 0	\$ 11	\$ 46	0.0%	\$ (46)
Library Building Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	283	1	35		0	11	46		
Beginning Fund Balance - October 1	(2,267)		(2,267)		(1,984)		(1,984)		
Ending Fund Balance - year-to-date	<u>\$ (1,984)</u>		<u>\$ (2,232)</u>		<u>\$ (1,984)</u>		<u>\$ (1,938)</u>		
Roadway Impact Fee Fund (45)									
Roadway Impact Fee Fund Revenues	\$ 115,507	\$ 2,066	\$ 66,568	57.6%	\$ 100,300	\$ 2,962	\$ 11,585	11.6%	\$ 88,715
Roadway Impact Fee Fund Exp	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	115,507	2,066	66,568		100,300	2,962	11,585		
Transfers (Out)	(137,525)	(10,627)	(42,508)	30.9%	(107,525)	(21,461)	(85,842)	79.8%	(21,683)
Net Change in Fund Balance	(22,018)	(8,561)	24,060		(7,225)	(18,499)	(74,257)		
Beginning Fund Balance - October 1	643,859		643,859		621,841		621,841		
Ending Fund Balance - year-to-date	<u>\$ 621,841</u>		<u>\$ 667,919</u>		<u>\$ 614,616</u>		<u>\$ 547,584</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended January 2023

SPECIAL REVENUE FUNDS									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year (estimated)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
TIF #1 New Hope Fund (21)									
TIF #1 New Hope Fund Revenues	\$ 62,536	\$ 62,684	\$ 62,727	100.3%	\$ 68,488	\$ 148	\$ 499	0.7%	\$ 67,989
TIF #1 New Hope Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	62,536	62,684	62,727		68,488	148	499		
Transfers In	147,938	137,938	147,938	100.0%	165,593	10,833	43,333	26.2%	122,260
Net Change in Fund Balance	210,474	200,622	210,665		234,081	10,981	43,832		
Beginning Fund Balance - October 1	(231,687)		(231,687)		(21,213)		(21,213)		
Ending Fund Balance - year-to-date	<u>\$ (21,213)</u>		<u>\$ (21,022)</u>		<u>\$ 212,868</u>		<u>\$ 22,619</u>		
Hotel/Motel Tax Fund (30)									
Hotel/Motel Tax Fund Revenues	\$ 12,214	\$ 3,973	\$ 3,975	32.5%	\$ 9,120	\$ 4,023	\$ 9,189	100.8%	\$ (69)
Hotel/Motel Tax Fund Expenditures	0	-	-	0.0%	20,000	-	-	0.0%	20,000
Revenues Over (Under) Expenditures	12,214	3,973	3,975		(10,880)	4,023	9,189		
Beginning Fund Balance - October 1	29,562		29,562		41,776		41,776		
Ending Fund Balance - year-to-date	<u>\$ 41,776</u>		<u>\$ 33,537</u>		<u>\$ 30,896</u>		<u>\$ 50,965</u>		
Police Seizure Fund (31)									
Police Seizure Fund Revenues	\$ 12,975	\$ -	\$ 1,100	8.5%	\$ 1,403	\$ 5	\$ 22	1.6%	\$ 1,381
Police Seizure Fund Expenditures	0	-	-	0.0%	12,000	-	-	0.0%	12,000
Revenues Over (Under) Expenditures	12,975	-	1,100		(10,597)	5	22		
Beginning Fund Balance - October 1	663		663		13,638		13,638		
Ending Fund Balance - year-to-date	<u>\$ 13,638</u>		<u>\$ 1,763</u>		<u>\$ 3,041</u>		<u>\$ 13,660</u>		
LEOSE Fund (34)									
LEOSE Fund Revenues	\$ 1,411	\$ -	\$ -	0.0%	\$ 1,747	\$ 1	\$ 6	0.3%	\$ 1,741
LEOSE Fund Expenditures	2,307	-	-	0.0%	1,747	-	-	0.0%	1,747
Revenues Over (Under) Expenditures	(896)	-	-		0	1	6		
Beginning Fund Balance - October 1	1,886		1,886		990		990		
Ending Fund Balance - year-to-date	<u>\$ 990</u>		<u>\$ 1,886</u>		<u>\$ 990</u>		<u>\$ 996</u>		
Disaster Recovery Fund (35)									
Disaster Recovery Fund Revenues	\$ 141,076	\$ -	\$ -	0.0%	\$ 1,955,000	\$ 5,738	\$ 14,951	0.8%	\$ 1,940,049
Disaster Recovery Fund Expenditures	136,013	-	-	0.0%	1,955,000	-	179,453	9.2%	1,775,547
Revenues Over (Under) Expenditures	5,063	-	-		0	5,738	(164,502)		
Beginning Fund Balance - October 1	-		-		5,063		5,063		
Ending Fund Balance - year-to-date	<u>\$ 5,063</u>		<u>\$ -</u>		<u>\$ 5,063</u>		<u>\$ (159,439)</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended January 2023

OTHER FUNDS									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year (estimated)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Capital Replacement Fund (05)									
Capital Replacement Fund Revenues	\$ 241,555	\$ 74,742	\$ 75,965	31.4%	\$ 153,400	\$ 20,344	\$ 136,808	89.2%	\$ 16,592
Capital Replacement Fund Expenditures	170,117	15,034	60,137	35.4%	167,153	10,913	44,858	26.8%	122,295
Revenues Over (Under) Expenditures	71,438	59,708	15,828		(13,753)	9,431	91,950		
Beginning Fund Balance - October 1	36,503		36,503		107,941		107,941		
Ending Fund Balance - year-to-date	<u>\$ 107,941</u>		<u>\$ 52,331</u>		<u>\$ 94,188</u>		<u>\$ 199,891</u>		
Court Security Fund (12)									
Court Security Fund Revenues	\$ 3,731	\$ 154	\$ 913	24.5%	\$ 2,950	\$ 301	\$ 1,452	49.2%	\$ 1,498
Court Security Fund Expenditures	0	-	-	0.0%	12,000	-	-	0.0%	12,000
Revenues Over (Under) Expenditures	3,731	154	913		(9,050)	301	1,452		
Beginning Fund Balance - October 1	25,248		25,248		28,979		28,979		
Ending Fund Balance - year-to-date	<u>\$ 28,979</u>		<u>\$ 26,161</u>		<u>\$ 19,929</u>		<u>\$ 30,431</u>		
Court Technology Fund (16)									
Court Technology Fund Revenues	\$ 3,148	\$ 138	\$ 791	25.1%	\$ 2,040	\$ 210	\$ 1,136	55.7%	\$ 904
Court Technology Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	3,148	138	791		2,040	210	1,136		
Beginning Fund Balance - October 1	14,332		14,332		17,480		17,480		
Ending Fund Balance - year-to-date	<u>\$ 17,480</u>		<u>\$ 15,123</u>		<u>\$ 19,520</u>		<u>\$ 18,616</u>		
Street Improvement Fund (17)									
Street Improvement Fund Revenues	\$ 896,819	\$ 140,864	\$ 255,297	28.5%	\$ 901,630	\$ 45,645	\$ 248,555	27.6%	\$ 653,075
Street Improvement Fund Expenditures	717,094	58,273	250,322	34.9%	869,603	31,039	239,868	27.6%	629,735
Revenues Over (Under) Expenditures	179,725	82,591	4,975		32,027	14,606	8,687		
Transfers In	19,995	(97,521)	-	0.0%	112,248	-	-	0.0%	112,248
Transfers (Out)	(64,067)	(12,381)	(12,381)	19.3%	(151,797)	(3,095)	(12,381)	8.2%	(139,416)
Net Change in Fund Balance	135,653	(27,311)	(7,406)		(7,522)	11,511	(3,694)		
Beginning Fund Balance - October 1	262,500		262,500		398,153		398,153		
Ending Fund Balance - year-to-date	<u>\$ 398,153</u>		<u>\$ 255,094</u>		<u>\$ 390,631</u>		<u>\$ 394,459</u>		
Juvenile Case Manager Fund (18)									
Juvenile Case Manager Fund Revenues	\$ 455	\$ 46	\$ 166	36.5%	\$ 525	\$ 29	\$ 122	23.2%	\$ 403
Juvenile Case Manager Fund Exp	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	455	46	166		525	29	122		
Beginning Fund Balance - October 1	8,123		8,123		8,578		8,578		
Ending Fund Balance - year-to-date	<u>\$ 8,578</u>		<u>\$ 8,289</u>		<u>\$ 9,103</u>		<u>\$ 8,700</u>		
Park Recovery/Donation Fund (41)									
Park Rec/Donation Fund Revenues	\$ 18,663	\$ 1	\$ 4	0.0%	\$ 120	\$ 73	\$ 134	111.7%	\$ (14)
Park Rec/Donation Fund Expenditures	18,663	-	-	0.0%	33,070	-	-	0.0%	33,070
Revenues Over (Under) Expenditures	0	1	4		(32,950)	73	134		
Beginning Fund Balance - October 1	(244)		(244)		(244)		(244)		
Ending Fund Balance - year-to-date	<u>\$ (244)</u>		<u>\$ (240)</u>		<u>\$ (33,194)</u>		<u>\$ (110)</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended January 2023

OTHER FUNDS - continued									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year (estimated)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Tree Restoration Fund (83)									
Tree Restoration Fund Revenues	\$ 222	\$ 2	\$ 8	3.6%	\$ 300	\$ 104	\$ 431	143.7%	\$ (131)
Tree Restoration Fund Expenditures	0	-	-	0.0%	30,000	-	-	0.0%	30,000
Revenues Over (Under) Expenditures	222	2	8		(29,700)	104	431		
Beginning Fund Balance - October 1	71,054		71,054		71,276		71,276		
Ending Fund Balance - year-to-date	<u>\$ 71,276</u>		<u>\$ 71,062</u>		<u>\$ 41,576</u>		<u>\$ 71,707</u>		
Unclaimed Property Fund (85)									
Unclaimed Property Fund Revenues	\$ 6	\$ -	\$ -	0.0%	\$ 4	\$ 3	\$ 12	300.0%	\$ (8)
Unclaimed Property Fund Expenditures	0	-	-	0.0%	20	-	-	0.0%	20
Revenues Over (Under) Expenditures	6	-	-		(16)	3	12		
Transfers (Out)	0	-	-	0.0%	(1,900)	-	-	0.0%	(1,900)
Net Change in Fund Balance	6	-	-		(1,916)	3	12		
Beginning Fund Balance - October 1	303		303		309		309		
Ending Fund Balance - year-to-date	<u>\$ 309</u>		<u>\$ 303</u>		<u>\$ (1,607)</u>		<u>\$ 321</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended January 2023

EDC FUNDS									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year (estimated)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
EDC Fund (15)									
EDC Fund Revenues	\$ 952,729	\$ 69,930	\$ 196,304	20.6%	\$ 1,019,621	\$ 85,573	\$ 235,420	23.1%	\$ 784,201
EDC Fund Expenditures									
Operations Expenditures	268,590	49,836	66,666	24.8%	583,292	57,186	121,656	20.9%	461,636
Debt Service Expenditures	309,442	4,656	37,149	12.0%	314,347	389,608	420,526	133.8%	(106,179)
Town Shopping Center Expenditures	55,067	1,981	28,812	52.3%	66,089	3,873	33,945	51.4%	32,144
Total EDC Fund Expenditures	633,099	56,473	132,627	20.9%	963,728	450,667	576,127	59.8%	387,601
Revenues Over (Under) Expenditures	319,630	13,457	63,677		55,893	(365,094)	(340,707)		
Transfers (Out)	0	36,464	-	0.0%	(56,124)	36,464	-	0.0%	(56,124)
Net Change in Fund Balance	319,630	49,921	63,677		(231)	(328,630)	(340,707)		
Beginning Fund Balance - October 1	1,251,693		1,251,693		1,571,323		1,571,323		
Ending Fund Balance - year-to-date	\$ 1,571,323		\$ 1,315,370		\$ 1,571,092		\$ 1,230,616		
Average Daily Annual Expenditures	\$ 1,735				\$ 2,487				
Days of Fund Balance	906		758		632		495		
EDC Bond Reserve Fund (95)									
EDC Bond Reserve Fund Revenues	\$ 393	\$ 4	\$ 15	3.8%	\$ 1,500	\$ 185	\$ 763	50.9%	\$ 737
EDC Bond Reserve Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	393	4	15		1,500	185	763		
Beginning Fund Balance - October 1	125,724		125,724		126,117		126,117		
Ending Fund Balance - year-to-date	\$ 126,117		\$ 125,739		\$ 127,617		\$ 126,880		



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: REGULAR SESSION ITEM III.C.

SUBJECT

VISITOR AND CITIZEN FORUM

At this time, any person may address the Kennedale City Council about items not on the agenda. Rules and procedures for addressing the Kennedale City Council are included under "I. CALL TO ORDER". Neither formal action nor discussion may occur at this time. Those wishing, instead, to speak on an agenda item should indicate their desire to speak as the Kennedale City Council considers that item.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM III.D.1.

SUBJECT

Approval of the minutes from the February 21, 2023 Regular Meeting

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	2023.02.21 City Council Minutes - Working	2023.02.21 City Council Minutes - Working.docx
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KENNEDALE CITY COUNCIL MINUTES

REGULAR MEETING | FEBRUARY 21, 2023 AT 5:30 PM

CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

To address the Kennedale City Council regarding an agenda item, submit a 'Request to Speak' form before the meeting begins. Speakers are allotted three (3) minutes, must limit their comments to the subject indicated on the form, and should address the Kennedale City Council as a whole, rather than individual members or staff. Pursuant to Texas Government Code §551.071, the Kennedale City Council reserves the right to adjourn into Executive (Closed) Session at any time during the meeting to seek legal advice from the City Attorney on any item posted on the agenda.

Mayor Joplin called the meeting to order at 5:30 pm.

A. ROLL CALL

PRESENT: Councilmembers Rockie Gilley, Brad Horton, Kenneth Michels, Mayor Jan Joplin, Austin Degenhart, James Connor. Attorney Carvan Adkins, City Manager Darrell Hull, City Secretary Raeanne Byington, Acting Finance Director Tanisha Sherman, Library Director Elizabeth Partridge, Police Chief Michael Holguin, Community Development Director Nathan Gonzales, Human Resources Director Caroline Green, and Fire Chief James Brown.

II. WORK SESSION

A. Discussion on Park Projects.

Mayor Joplin, Rockie Gilley and Brad Horton met with KYA about a multiuse field. Councilman Connor suggested we look at all the parks, not just the multiuse field. Councilman Degenhart suggested we look at all the parks, not just the equipment but the upkeep of the landscape, etc. Councilman Gilley said we should look at everything and make a list of priorities. Councilman Horton wants to see us work on the overall esthetics of all parks. Councilman Michels wants the splash pad to be revamped, shade for the parents, lights for Sonora walking areas. He suggests securing the parks at 10pm with a gate. Mayor Joplin stated that we bring them back for the March meeting to discuss the plans they have.

B. DISCUSSION AND/OR REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

Work session was closed at 6:42 pm.

III. REGULAR SESSION

A. INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State under God; One and Indivisible."

Father Gavin Pate from Trinity Church gave the invocation.
Councilman Kenneth Michels led the pledges.

B. REPORTS AND ANNOUNCEMENTS

In addition to any items below, the Kennedale City Council, the presiding officer, and/or staff may give or receive reports regarding items of community interest, including, but not limited to, recognition of officials, citizens, staff, or departments; information regarding holiday schedules; and upcoming or attended events.

1. **Updates from members of the Kennedale City Council.**

Councilman Connor went to TML meeting in Mansfield, Quarter Auction, Annual Awards Banquet for the City. Degenhart Awards Banquet, announced combining Bark in the Park, Kid Fish and BBQ competition for May 19-20th. Councilman Michels went to 2 Chamber luncheons, 2 ribbon cuttings, Death by Chocolate at Emerald Hills, Awards Banquet, TML Region 8 meeting. Councilman Horton attended Awards Banquet, ribbon cutting for Take 5 Car Wash, and Kennedale Wildcats men's basketball team started playoffs. Councilman Gilley interviewed for Board Member position with the Texas Government Accountability Association, Southpoint Contractors presentation of the concrete recycling plant and told of the extent the contractor is taking to reduce issues with this recycling. He went to the Awards Banquet and the St Vincent's Mardi Gras celebration.

2. **Updates from the Mayor**

Attended the push in ceremony for new fire truck, COC meeting, special meetings to approve the moratorium, went roller skating with the Delaney School kids and PTO. She met with Commissioner Simmons of Precinct 2. Shout out to City Manager and Fire Chief for warming center during the storm. Met with KYA president, TML Region 8 meeting, Valentine's Senior Bingo. Forrest Hill Black History Month event and Transportation Summit, meeting with city council and the Awards Banquet for employees.

- *Women's History Month Proclamation* was presented.

3. **Updates from the City Manager**

Safe route to School program being postponed. New Hope Road water line update, not sure how long the delay will be. Collett Sublett Road. Overlay on 4th, 5th and Broadway and the post office will not deliver mail due to the road not being as wide as they should be. We have been working with Post Office to get them dropping of mail again. Stop signs at Pennsylvania and Little School Road. Traffic on Pennsylvania going north and southbound will stop at stop sign with blinking LED red lights.

4. **Financial Reports for the City & 5. December EDC Financial Report** (moved to first on the meeting order)

Debbie Reid walked the council through on a high level of the changes that were needed to the budget. There were numbers in the wrong places but everything is balancing out to zero and there is no evidence of mishandling of funds. She suggests that we adopt an ordinance with the changes to make the budget correct. There was also some old language and methods in the report that needed to be corrected. She will bring recommendations to council.

C. **VISITOR AND CITIZEN FORUM**

At this time, any person may address the Kennedale City Council about items not on the agenda. Rules and procedures for addressing the Kennedale City Council are included under "I. CALL TO ORDER". Neither formal action nor discussion may occur at this time. Those wishing, instead, to speak on an agenda item should indicate their desire to speak as the Kennedale City Council considers that item.

Sara Johnson, 221 Village St., is having a Country Music Concert in the Park on April 22nd for the Kennedale Senior Outreach program as a fundraiser. She invited everyone to come.

Susan Lewandowski, 216 Collett Sublett Road spoke about a safety issue on her road. She is concerned that the roadway is falling apart on the sides leaving no place for walkers. In front of 206 Collett Sublett has a peak elevation and people are driving recklessly over that hill. She wants a sign that says 'Hidden Driveways.' There is also no lighting on the road.

D. **CONSENT AGENDA**

These matters have appeared on previous agendas, require little or no deliberation, or are considered routine or ministerial tasks. If discussion is desired, items may be removed for separate consideration.

1. **Approval of the minutes from the January 17, 2023 Regular Meeting**

2. Approval of the minutes from the January 20, 2023 special meeting
3. Approval of the minutes from the January 26, 2023 special meeting
4. Receive the 2022 Racial Profiling Report and the Texas Police Chiefs Association Annual Report from the Police Department.

MOTION to Approve: Degenhart **SECOND:** Horton. Unanimously approved.

Mayor Joplin called for a 10 minute break at 7:16 pm.

Mayor Joplin reconvened at 7:29 pm.

E. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Discussion and action regarding a rate adjustment to the current contract with Waste Connections for residential and commercial solid waste collection, transport, disposal, and recycling services, and action of an amendment to solid waste agreement regarding same.

Abel Moreno, district manager for Waste Connections, addressed the council regarding a 10.2% CPI increase based off the current contract they have with the city. Council asked questions and tabled this for more information from Waste Connections for next month's meeting before making a motion.

MOTION to table: Degenghart.. **Second:** Connor. Motion **passed** unanimously.

2. Discussion and necessary action to authorize Atkins Brothers Equipment Company Inc, for the Tarrant County Development Block Grant - Cares Act (CDBG-CV) project for the rehabilitation of the Waterline along 3rd Street between Corry A Edwards Drive and Municipal Drive as well as the approval for the city of Kennedale to provide the necessary matching funds to Tarrant County. Improvements for the 3rd Street project, at a total of \$286,428.00, with the city match amount of \$140,427.00.

- Max Arensen spoke regarding the rehab of this water line. He suggested due to the age and type of the pipe that council approve. Unanticipated increase due to PVC prices and workforce.

- **MOTION to Approve:** Rockie Gilley **SECOND:** Horton, Motion **passed** with 4, 1 abstaining (Connor).

3. Appointment of Vice Chair for the Planning and Zoning Commission.

- Councilman Connor suggested Perry Clementi.

- Councilman Michael recommended Mark Perkins

Motion for Perry Clementi for Vice Chair by Connor. **Second** by Michels. Motion **passed** unanimously.

F. PUBLIC HEARINGS

1. **CASE PZ#23-01** Conduct a public hearing and consider a proposed zoning change request from MH mobile home to I industrial for approximately 0.61 acres being Tract 2B18 of the W.H. Hudson Survey, Abstract No. 716, located at 7100 Hudson Village Creek Rd., City of Kennedale, Tarrant County, Texas

- A. Staff Presentation – Nathan Gonzales
- B. Applicant – Andre Korneev discussed his plans and use for the property.
- C. Public Hearing. No persons requested to speak.
- D. Action
MOTION to Approve: Horton. **SECOND:** Connor. Motion **passed** unanimously.

Mayor Joplin convened to Executive Session at 8:09 pm.

IV. EXECUTIVE SESSION

The Kennedale City Council reserves the right to meet in Executive (Closed) Session at any time during the meeting pursuant to the below cited sections of the Texas Government Code:

- A. **PURSUANT TO §551.071** — *Consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda, legal issues regarding the Open Meetings Act.*
- B. **PURSUANT TO §551.072** — *Deliberation regarding the purchase, exchange, lease, or value of real property.*
- C. **PURSUANT TO §551.087** — *(1) Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision.*
- A. **PURSUANT TO §551.074** — *Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.*
 - 1. City Manager's Evaluation (6 month)

V. RECONVENE INTO OPEN SESSION, AND TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION, IF NEEDED:

Mayor Joplin reconvened to open session at 9:37 pm.

MOTION: To present City Manager with retention stipend as discussed in executive session by Connor. **SECOND:** Horton. Motion **passed** unanimously.

VI. ADJOURNMENT

Motion to Adjourn: Connor. SECOND: Degenhart. Council adjourned at 9:38 pm.

APPROVED:

ATTEST:

MAYOR

CITY SECRETARY



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.E.

SUBJECT
ITEMS FOR INDIVIDUAL CONSIDERATION

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM III.E.1.

SUBJECT

Consider approval of the Little School Road Project from Freese & Nichols.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Little School Road - Professional Service Agreement - 1.12.23	Little School Road - Professional Service Agreement - 1.12.23.pdf
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January 12, 2023

Mr. Darrell Hull
City Manager
City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

Re: Little School Road (Phase I) Agreement

Dear Mr. Hull:

Freese and Nichols, Inc. (FNI) is pleased to submit this scope of services and agreement for professional engineering services to prepare alignment alternatives and a conceptual schematic of the preferred alignment for the extension of Little School Road. The scope of services is outlined in attached PSA.

Based on the City Council workshop meeting on December 20, 2022, we have reduced the scope of services for Phase I of the project. Our proposal dated October 12, 2022, included Phase I services totaling \$361,200. We removed the following scope of services, public meetings, topographic and boundary survey, right-of-way documents, and right-of-way acquisition services. We plan to include these services in Phase II of the project.

For this scope of services, we propose a Basic Services fee of \$79,260 and a Special Services fee of \$70,540. Special services include drainage analysis, level D subsurface utility engineering, and environmental services. The total proposed fee for basic and special services is \$149,800 as summarized in the attached fee summary.

Thank you for the opportunity to be of service to the City of Kennedale. If you have any questions concerning this agreement, please do not hesitate to contact me at 817-881-9132.

Sincerely,

FREESE AND NICHOLS, INC.



Chris Bosco, P.E.
Principal / Vice President

Attachments:

- Professional Services Agreement
- Fee Summary
- Project Exhibit
- Project Schedule

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Kennedale, Texas (Client) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Little School Road Alternatives.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of \$149,800.00 for Basic Services and Special Services.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is January 20, 2023.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF KENNEDALE, TEXAS

FREESE AND NICHOLS, INC.

By: _____

By:  _____

Name: _____

Name: Chris B. Bosco

Title: _____

Title: Principal

Date: _____

Date: 1/12/2023

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

Freese and Nichols, Inc., (hereinafter referred to as FNI) will render professional engineering design services for the City of Kennedale (hereinafter referred to as CITY). The overall project includes the design for roadway, storm drainage, railroad overpass, retaining walls, landscaping, traffic signal, and illumination improvements along Little School Rd. The overall length will vary depending on preferred alignment, but the intent is to make a thoroughfare connection from Dick Price Road to Kennedale Parkway (Business US 287); however, the initial project will only be the design and construction of the connection from New Hope Road to Kennedale Pkwy.

The proposed improvements for the new-location roadway will include a 4-lane divided concrete roadway with an underground storm drainage system within 120-feet of right-of-way. The crossing of the UPRR will be grade-separated and is anticipated to include retaining walls for the embankment. The intersections with Kennedale Pkwy and New Hope Road will include a traffic signal.

For Phase 1, FNI will be responsible for data collection, Level D subsurface utility engineering (SUE), preparation of conceptual alignment alternatives, environmental investigation, and conceptual design schematic. All components of Phase 1 excluding data collection, SUE, and alignment alternatives will be only for the preferred alternative from New Hope Rd to Kennedale Pkwy. Components included in Phase 2 will be additional SUE (Levels A and B), survey, right-of-way acquisition, preliminary and final design, geotechnical analysis, utility coordination, construction phase services, and accessibility registration / review. CITY design standards will be used where practical and will be supplemented with TxDOT standards.

This scope of services is only for Phase 1 of the project. A proposal for Phase 2 design, bid, and construction services will be provided at the conclusion of Phase 1.

WORK TO BE PERFORMED – PHASE 1

Basic Services	
Task 1.	Conceptual Design Schematic
Special Services	
Task 2.	Drainage Analysis
Task 3.	Subsurface Utility Engineering (Level D)
Task 4.	Environmental Services

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

TASK 1. CONCEPTUAL DESIGN SCHEMATIC (Kennedale Parkway to Dick Price Road)

The purpose of the conceptual design is for FNI to identify, develop, communicate through the defined deliverables, and recommend a preferred alignment for Little School Road, and to obtain the CITY's approval.

The Conceptual Design shall include the following:

- a) Project Management
 - i) Conduct a kick-off meeting with CITY
 - ii) Internal Team meetings and coordination
 - iii) Develop and maintain project schedule
 - iv) FNI will provide written monthly status updates to CITY
 - v) Quality Assurance and Quality Control Reviews
- b) Data Collection
 - i) Conduct project site visit to observe existing conditions.
 - ii) In addition to data obtained from CITY, FNI will identify and seek to obtain data for existing conditions that may impact the project including hydrologic and hydraulic models, utilities, agencies, CITY Master Plans, tree mitigation requirements, and property ownership as available from the Tax Assessor's office.
 - iii) Prepare and mail rights of entry (ROE) letters to property owners (assumption is up to 10 property owners) for access to private property for survey and other engineering relate activities.
- c) Alternatives Analysis
 - i) FNI will secure, from CITY, existing aerial GIS information with elevations/contours. Upon receipt of GIS information, FNI will develop up to three (3) alignment alternatives for review with CITY. The alignment alternatives will be plan/profile view based on GIS data.
 - ii) An Opinion of Probable Total Cost will be prepared for each alternative.
 - iii) Following the selection of the preferred alternative, a final conceptual schematic design of the preferred alternative will be prepared. FNI will proceed with the environmental review and the drainage analysis to aid the development of the conceptual schematic.
 - iv) Update and revise preferred alternative based on feedback received from the City and prepare/submit final conceptual schematic.
- d) Project Coordination Meetings
 - i) Attend up to four (4) project meetings with CITY to discuss the project.
 - ii) Attend up to two (2) meetings with CITY and UPRR to discuss project and review preferred alignment alternative.

- iii) Attend one (1) meeting with TxDOT to discuss the project.

DELIVERABLES

- Up to ten (10) Conceptual Schematic Plots
- 20% Conceptual level Opinions of Probable Total Cost

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

TASK 2. DRAINAGE ANALYSIS (Kennedale Parkway to New Hope Road)

- i) ENGINEER will evaluate cross drainage structures at VC-4 and VC-4A for each of the proposed alternatives to provide approximate structure sizes to meet City and FEMA criteria and to identify relative hydraulic challenges or benefits of the different alternatives. This task does not include the analysis of smaller cross culverts that may be needed to drain areas near the road.
- ii) The analysis will be based on the Village Creek Tributary VC-4 hydraulic and hydrologic models prepared by FEMA or other best available model provided by the City. The effective version of the model will be requested from FEMA and data library research fees will be paid by the ENGINEER.
- iii) A site visit will be performed to evaluate the existing conditions at the creek crossings to assist in developing model parameters and to identify cross drainage constraints.
- iv) A fully developed hydrologic condition will be created from the FEMA hydrology by making changes to time of concentration, curve numbers, and/or storage routing based on standardized assumptions across the watershed. A detailed calculation of runoff parameters for future conditions to recreate the hydrology model will not be performed.
- v) A revised existing conditions hydraulic model will be created from the FEMA model to adjust the model in the vicinity of the crossing. These revisions may include the addition, removal, or re-delineation of cross sections, changes to ineffective areas, changes to roughness values, etc.
- vi) A proposed condition will be created for each alternative alignment for both crossings. Minimum road elevations will be determined, and culverts will be conceptually sized with the intent to show no-rise with the FEMA 100-year discharges and to economically pass the 100-year fully developed discharges with 1 foot of freeboard. If this is not feasible or would require additional downstream mitigation this will be identified. Additional analysis to evaluate mitigation measures in detail is not included in this scope.
- vii) A technical memorandum will be prepared to document the methodology and findings of the alternatives analysis. The memo will also evaluate and document FEMA submittal requirements. Up to one set of comments will be addressed before submitting a final memorandum.

DELIVERABLES

- Technical Drainage Memorandum documents the proposed cross drainage alternatives

TASK 3. SUBSURFACE UTILITY ENGINEERING SERVICES (Kennedale Parkway to New Hope Road)

- a) FNI will retain and monitor the services of a subsurface utility engineering (SUE) firm to provide Level D SUE services in accordance with ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). Level D record research data will be provided for each alternative.

DELIVERABLES

- Level D Utility record research information will be included in an electronic CAD file

TASK 4. ENVIRONMENTAL SERVICES (Kennedale Parkway to New Hope Road)

FNI will review the proposed roadway improvements to identify potential state and federal environmental permitting requirements and potential environmental issues as discussed below. FNI proposes the following tasks to address these requirements.

- a) Compile Information: Assemble data such as aerial photos, ROW limits, and alignments in digital format for site visit of the selected alignments.
- b) Conduct Site Visit: Conduct a site visit to observe and document existing conditions and identify potential Section 404 permitting issues within the project limits. Potential waters of the U.S., including wetlands, as well as potential threatened or endangered species habitat will be identified. FNI will GPS the boundaries of potential wetlands, if present, within the project limits; however, this scope does not include a detailed wetland delineation.
- c) Consult with Texas Historical Commission (THC): Projects sponsored by public entities affecting a cumulative area greater than five acres or disturbing more than 5,000 cubic yards require advance consultation with the Texas Historical Commission according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project is expected to exceed these thresholds, coordination with THC will be required. FNI will prepare a letter to the THC describing the project and requesting their review. Any follow up studies required by the THC are not included in this scope of services. An archeological or historical survey is not included in this scope of services.
- d) Phase I Environmental Site Assessment:
 - i) Historical land Use Review: FNI will perform an investigation into prior ownership and past land uses on the subject properties and will attempt to identify obvious uses of the subject properties from the present back to the properties' first developed uses via sources including historical aerial photography, historical topographic maps, and Sanborn fire insurance maps.
 - ii) Regulatory Agency Records Review: ENGINEER will review information found in federal and state records for the subject properties, including records related to environmental-related permits, notices of violation, and incidents involving the use, disposal, or accidental release of hazardous substances, petroleum products, or other waste materials. Local records, if available, related to the subject properties will also be reviewed for indications of environmental concern.
 - iii) Site Reconnaissance Visit: FNI will perform a site reconnaissance to the appropriate subject properties and existing environmental conditions will be documented on the project sites. FNI will look for potential indicators or environmental concerns, such as stained soils or other

surfaces, stressed vegetation, exposed piping, and evidence of improper use or disposal or regulated substances. FNI will document the condition of each property using photographs and copies of photographs will be included in the report.

- iv) Report Preparation: FNI will prepare a report for the subject properties documenting the findings. The report will contain a narrative of the findings, recommendations for additional environmental investigations, as needed, and copies of all data obtained relevant to each subject property. The report will contain appropriate maps, figures, and photographs.
- e) Prepare Technical Memorandum: FNI will prepare a technical memorandum documenting the findings of the site visit including water crossing data forms, wetland determination data forms, photos, GPS information, potential federally listed threatened and endangered species habitat, and an opinion on Section 404 permitting requirements. FNI will then recommend what, if any, additional studies are needed. Additional studies are not included in this Scope of Services but can be authorized as an additional service.
- f) Project Team Coordination: FNI will coordinate with the Project Team (Client and Design Team) to discuss the findings of the site visit, potential ways to avoid environmental permitting issues, and comments to the draft technical memorandum.

DELIVERABLES

- Environmental Technical Memorandum
- Letter to the THC
- Phase I Environmental Site Assessment Report

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by Client, are described as follows:

- A. Roadway, Bridge, and Drainage Preliminary and final design services
- B. Topographic and Boundary Survey
- C. Right-of-way and Easement Documents
- D. Right-of-way acquisition services
- E. Property Appraisals
- F. Preparation of Condemnation hearing documentation and attendance at condemnation hearing
- G. Condemnation attorney services
- H. Survey and ROW acquisition from New Hope Road to Dick Price Road
- I. GIS mapping services or assistance with these services.
- J. Subsurface Utility Engineering (Level A and B)
- K. Making revisions to drawings, specifications or other documents when such revisions are 1) consistent with approvals or instructions previously given by CITY or 2) due to other causes not solely within the control of FNI.
- L. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

- M. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- N. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- O. Phase II Environmental Site Assessments
- P. Individual 404 permitting and mitigation plans
- Q. Review of files at Texas Commission on Environmental Quality (TCEQ) or U.S. Environmental Protection Agency (EPA) offices.
- R. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this AGREEMENT.
- S. Visits to the site in excess of the number of trips included for periodic site visits, coordination meetings, or contract completion activities.
- T. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by CITY.
- U. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- V. Provide illumination or photometric plans for permitting review.
- W. Landscaping Design Plans
- X. Geotechnical investigation, analysis, report, and pavement design

The above listed additional services are not included in the described basic or special services but will be performed by FNI, only if authorized by city. FNI will include a not to exceed allowance to perform additional services, and such allowance will only be used if pre-approved and authorized by city.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the attached schedule.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs

due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

- B. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Client shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- K. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- L. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

CITY'S Designated Representative

Darrell Hull
405 Municipal Drive
Kennedale, Texas 76060
Email: dhull@cityofkennedale.com
817-985-2105

FNI's Project Manager

Sidney Green, P.E.
801 Cherry Street, Ste. 2800
Fort Worth, Texas 76102
Email: sidney.green@freese.com
817-735-7316

FNI's Accounting Representative

Erin Westbrook
801 Cherry Street, Ste. 2800
Fort Worth, Texas 76102
Email: erin.westbrook@freese.com
817-735-7395

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) Client refers to the party named as such in the Agreement between the Client and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Client. To the fullest extent permitted by law, Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** The standard of care for all professional Services performed or furnished by FNI under this Agreement will be the skill and care ordinarily used by members of the subject profession practicing under the same or similar license and circumstances at the same time and in the same locality. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u> \$2,000,000 General Aggregate <u>Automobile Liability (Any Auto)</u> \$1,000,000 Combined Single Limit	<u>Workers' Compensation</u> As required by Statute <u>Professional Liability</u> \$3,000,000 Annual Aggregate
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5. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or the time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by Client. However, when such changes differ from prior comments, directions, instructions, or approvals given by Client or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.
6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the Project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to determine what materials, equipment, component systems, and types of construction are to be

included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Client's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to Client and in acceptance of the Services as satisfactory by Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of the Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at the Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.
9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the Project. If Client designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the Project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the indemnification provisions where the Client is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.
15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the Project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.

17. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

Little School Road Extension (Phase I)
Dick Price Rd to Kennedale Pkwy

Basic Services

Task 1: Conceptual Design Schematic

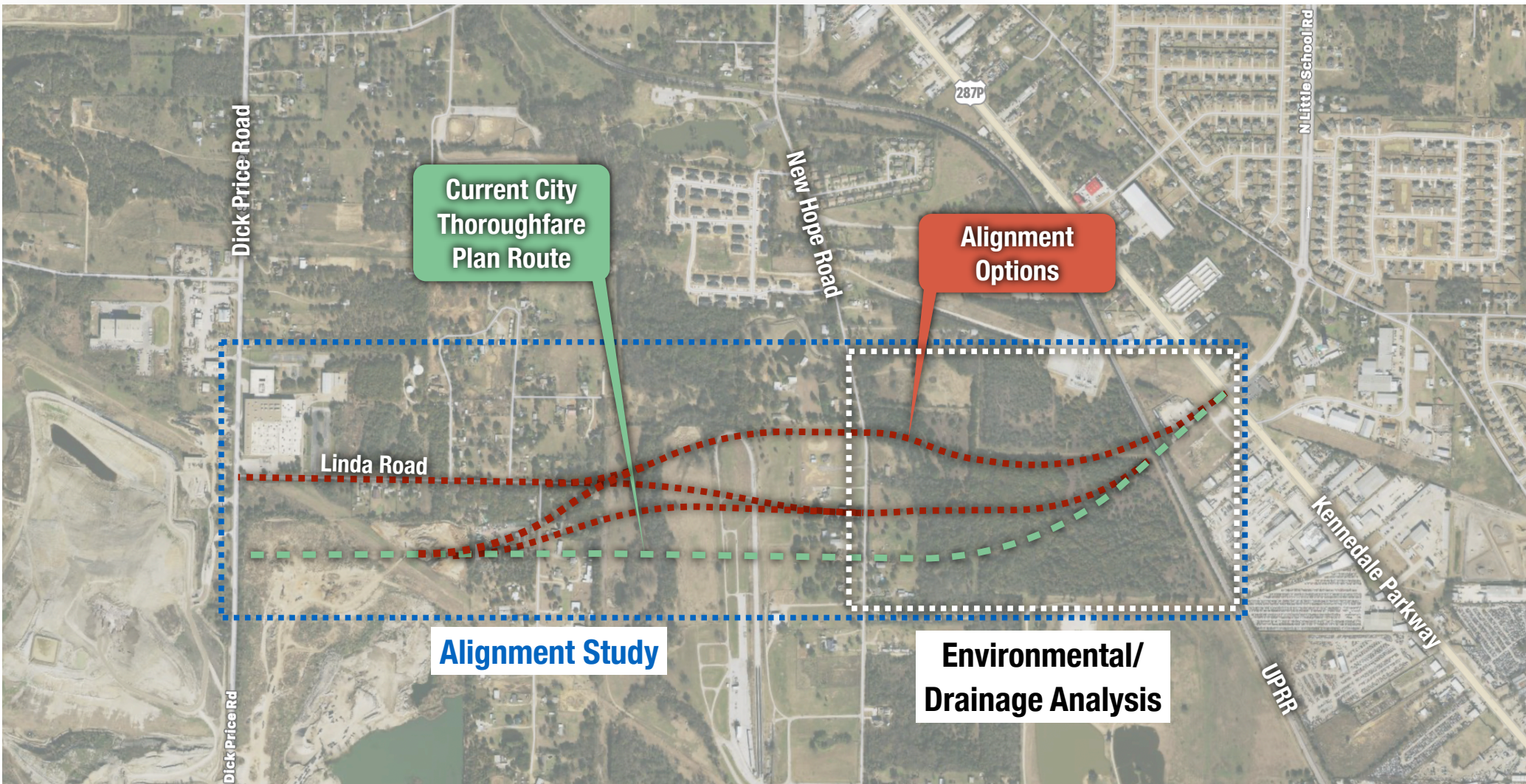
- Project Management	\$	20,490
- Data Collection	\$	8,820
- Alternatives Analysis	\$	37,690
- Project Coordination Meetings	\$	12,260
Subtotal		\$ 79,260

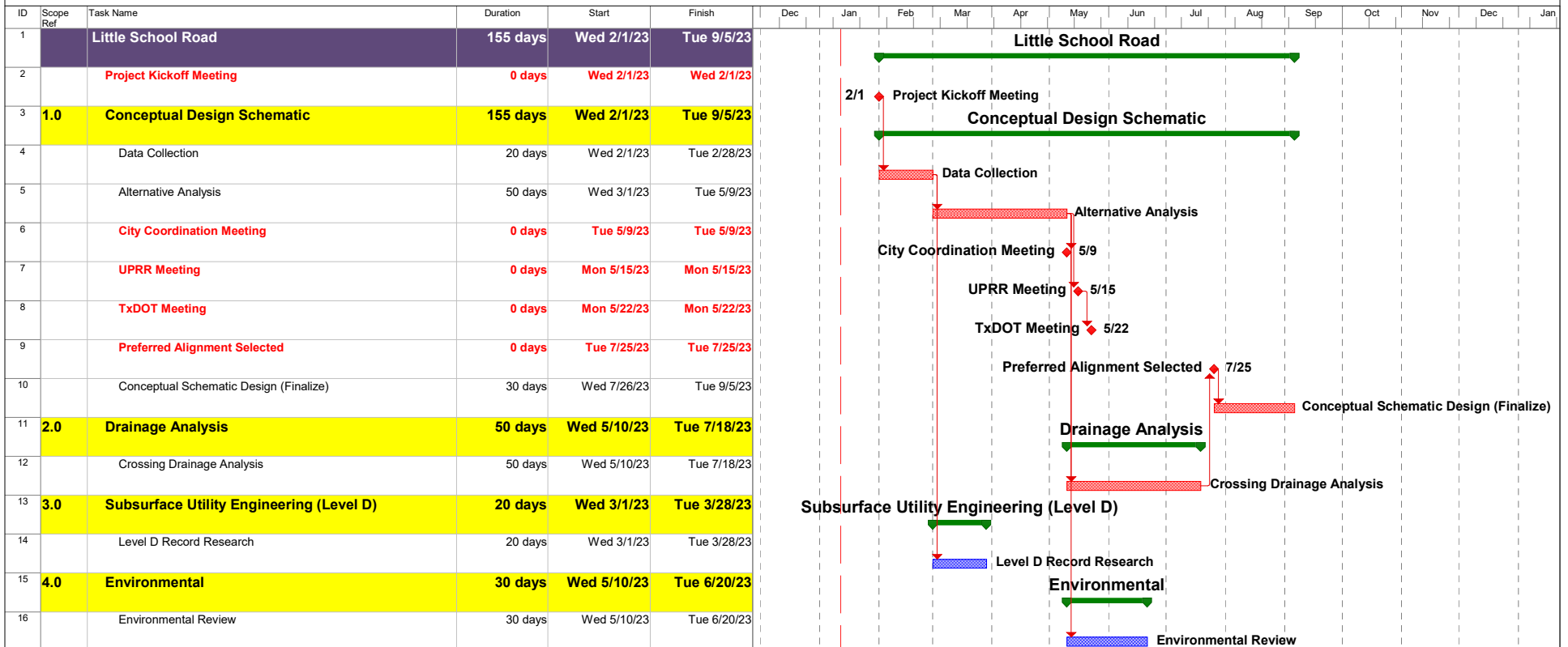
Special Services

Task 2: Drainage Analysis	\$	44,010
Task 3: SUE Level "D" & Coordination	\$	11,980
Task 4: Environmental Services	\$	14,550
Subtotal		\$ 70,540

Total (Basic + Special) \$ 149,800

Little School Road Extension Project Limits





MEETING DATE: February 21, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.E.2.

SUBJECT

Approval of a rate adjustment to the current contract with Waste Connections for residential and commercial solid waste collection, transport, disposal, and recycling services, and approval of an amendment to solid waste agreement regarding same

ORIGINATED BY

Darrell Hull, City Manager

SUMMARY

On November 1, 2007, the City entered into a contract with IESI TX Corporation to provide residential and commercial customers with solid waste collection, transport, and disposal for a five-year term, ending January 31, 2013.

Since that time, the name of the company has changed — first to Progressive Waste and, now, Waste Connections — and the City has entered into six amendments. The first extended the contract through January 2018 and amended the rates. The second amendment extended the contract through January 2020 and included the option to extend the contract for two five-year terms. It was during this extension that the curbside recycling containers were implemented and the rates were adjusted to include weekly curbside recycling service. The third and fourth amendments adjusted rates. The fifth extended the term by five years (to January 31, 2025) and adjusted rates. The sixth adjusted rates.

The current rate paid by the City per customer is \$15.88 and the adjustment requested in the attached letter allows for an increase of \$1.04 per month per customer for trash collection; and \$0.41 per month per customer for recycling — for a total monthly increase of \$1.59. This results in a monthly residential rate of \$15.90 for bi-weekly trash service and once weekly recycling service (including provided rolling carts). After the addition of sales tax and an internal administrative fee of 1.5%, the proposed price adjustment would result in a total charge of **\$17.47** per customer per month (**an increase of \$1.59 per month**). A cost breakdown is provided below.

	Trash	Recycling	City Charged per Customer	Administrative Fee (1.5%)	Sales Tax (8.25%)	Charged to Customers
2022	10.31	4.14	14.45	\$0.22	\$1.21	\$15.88
2023	11.35	4.55	15.90	\$0.24	\$1.33	\$17.47
CHANGE	\$1.04	\$0.41	\$1.45	\$0.02	\$0.12	<u>\$1.59</u>

The rate adjustment will also affect commercial customers, as shown on the included rate sheets, but those accounts are billed directly by Waste Connections.

This rate adjustment request is based on the Consumer Price Index (CPI). The last rate adjustment for solid waste collection was in 2022. One rate increase (based on CPI) is allowed annually, per the original

contract (attached, page 11). The contract also states that should the City fail to or refuse to consent to a requested rate increase — and the contractor can demonstrate that such rate increase is necessary to offset increased costs — the contractor may, at its discretion, terminate the agreement upon a 180-day written notice.

Upon Council's approval, staff will coordinate with Arlington Water Utilities (AWU) for the programming of the new rates, which are expected to be reflected on March invoices. Customer notification of the rate adjustment will be announced on the City website and various social media accounts.

RECOMMENDATION

Staff recommends to approve/deny as decided by Council.

ATTACHMENTS

1.	Waste Connections 2023 Rate increase	Waste Connections 2022 Rate increase.pdf
2.	WC Eighth Amendment - Rates 2023	WC Seventh Amendment - Rates 2022.pdf
3.	20017_11.01 Original Contract No. 07-21 Solid Waste (Trash) Service IESI	20017_11.01 Original Contract No. 07-21 Solid Waste (Trash) Service IESI.pdf

EXHIBIT "A" Rate Sheet



WASTE CONNECTIONS LONE STAR, INC

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Able Moreno; District Manager

Phone: (817) 222-2221

City of KENNEDALE RATE SHEET

Effective: 2/1/2023 BILLING

RESIDENTIAL CURBSIDE COLLECTION:	\$11.35	per month, per Single-Family Residential Unit
CURBSIDE RECYCLING:	\$4.55	per month, per Single-Family Residential Unit
COMMERCIAL HAND COLLECT:	\$25.25	per month, 2xwk per Commercial Hand Collect Unit

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	92.75	139.90	190.59	264.21	380.23	508.88	34.39
3 Cubic Yd	98.84	158.17	211.37	267.97	391.84	531.09	47.28
4 Cubic Yd	130.42	194.34	295.63	387.68	481.75	563.91	60.16
6 Cubic Yd	165.42	262.54	353.70	464.11	589.49	670.75	67.12
8 Cubic Yd	197.14	328.59	455.97	593.04	672.40	731.73	77.34

FRONT LOAD COMPACTOR RATES* (Negotiable)

6 Cubic Yd							
8 Cubic Yd							

Containers w/ Casters	\$ 46.29 per month
Containers w/ Locks or Gates	\$ 11.22 per month

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	ROLL OFF OPEN TOPS						DRY-RUNS
	HAUL	DELIVERY	DAILY RENT	TONNAGE			
20 Cubic Yd	330.87	119.40	5.98	35.10			98.33
30 Cubic Yd	330.87	119.40	5.98	35.10			98.33
40 Cubic Yd	330.87	119.40	5.98	35.10			98.33

Franchise and Billing Fees:

Residential:	10.0%
Commercial:	10.0%

* All rates are inclusive of all franchise and billing fees

* Rates do not include any Sales Tax

* Rates do not include any Fuel Surcharges

EIGHTH AMENDMENT

This Eighth Amendment ("Agreement") is entered into effect March 1, 2023, by and between the City of Kennedale, Texas, a municipal corporation of Tarrant County, Texas (the "City") and Waste Connections, Inc., a Texas corporation (the "Contractor").

RECITALS

WHEREAS, the City and IESI TX Corporation entered into a Consolidated Contract for Residential and Commercial Solid Waste and Recycle Collection dated as of November 1, 2007 (the "Original Contract"); and

WHEREAS, on June 20, 2012, IESI TX Corporation changed its name to Progressive Waste Solutions of TX, Inc.; and

WHEREAS, on June 1, 2016, Progressive Waste Solutions Ltd. and Waste Connections, Inc. completed a merger transaction and now operate under the name Waste Connections, Inc.; and

WHEREAS, the City and Progressive Waste Solutions of TX, Inc. entered into an Amendment and Renewal Agreement with an effective date of October 3, 2012 (the "First Amendment"), a Second Amendment to Contract with an effective date of May 14, 2015 (the "Second Amendment"), a Third Amendment to Contract with an effective date of September 18, 2017 (the "Third Amendment"), a Fourth Amendment to Contract with an effective date of August 1, 2018 (the "Fourth Amendment"), a Fifth Amendment and Extension Agreement with an effective date of November 19, 2019 (the "Fifth Amendment"), a Sixth Amendment with an effective date of November 1, 2020 (the "Sixth Amendment"), and a Seventh Amendment with an effective date of February 15, 2022 (the "Seventh Amendment") (with the Original Contract, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and Seventh Amendment collectively referred to as the "Contract"); and

WHEREAS, the purpose of this Agreement is to amend the Rate Sheet attached to the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Contract, the City and the Contractor hereby agree as follows:

1. Rate Sheet. The Rate Sheet attached to the Contract is hereby deleted in its entirety and replaced with the Rate Sheet attached hereto as Exhibit "A."
2. Reaffirmation. The parties hereby restate and reaffirm their agreement with all of the terms and provisions of the Contract, as amended hereby.
3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument representing this amendment between the parties hereto, and it shall not be necessary for the proof of this Agreement that any party produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CITY OF KENNEDALE, TEXAS
405 MUNICIPAL DRIVE
KENNEDEALE, TX 76060

WASTE CONNECTIONS, INC.
4001 OLD DENTON RD.
HALTOM CITY, TX 76117

BY: _____
JAN JOPLIN, MAYOR

BY: _____

DATE: _____

NAME: _____

TITLE: _____

DATE: _____



WASTE CONNECTIONS INC.
Connect with the Future®

February 7, 2023
City of Kennedale
Attn: Honorable Mayor and Members of Council
405 Municipal Dr
Kennedale, TX 76060

RE: Annual Rate Adjustment

Dear Honorable Mayor and Members of Council,

Waste Connections would like to sincerely thank you for the great opportunity we have had to serve the citizens and community of Kennedale. We thoroughly enjoy and appreciate the relationship between Waste Connections and the City of Kennedale.

Each year we evaluate cost per our contract with the city based on the CPI-U (All urban consumer price index). I have enclosed further details of these adjustments with this letter. Waste Connections is requesting a 10.2% increase per index attached.

We respect that council must approve this adjustment. With City Councils approval we would like to adjust these rates for March 1st, 2023, billing.

Should you have any questions or concerns regarding this adjustment or anything else, please feel free to contact me at the office at 817-222-2221.

Best Regards,

Abel Moreno
District Manager
Waste Connections of TX
abelm@wasteconnections.com



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.E.3.

SUBJECT

Discuss and approve contractor, Tejas Commercial Construction, LLC. for water line rehabilitation at 100 N. New Hope Road.

ORIGINATED BY

Kristian Sugrim

SUMMARY

Due to the rash amount of recent water main breaks and the scheduled resurfacing of S. New Hope Road, the City solicited an emergency waterline replacement with Tejas Commercial Construction, LLC. Tarrant County Precinct 2 will be performing a full depth reclamation through an Inter-Local Agreement on S. New Hope Road, within the limits of Fourth Street (200 Blk.) to the railroad tracks (210 Blk.) and, the six-inch (6") ductile iron (DI) water line, from Fourth Street to Broadway Street, will be upgraded to an eight-inch (8") polyvinyl chloride (PVC) pipe.

RECOMMENDATION

That the City Council authorize the necessary funding for the emergency rehabilitation of the 6" waterline on New Hope Road.

ATTACHMENTS

Tejas Commercial Construction, LLC.

P.O. Box 10395

River Oaks, TX 76114

Phone: (817) 901-8499 Fax: (817) 598-1416

Quote

Date: 2/28/2023

To: City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

Attn: Stan Rountree

For: New Hope Road Emergency Waterline Replacement

Bid List Item No.	Description	Units of Measure	Bid Quantity	Unit Price	Bid Value
1	8" DR 14 PVC Water Pipe	LF	600	\$ 82.00	\$ 49,200.00
2	8" Gate Valve	EA	3	\$ 1,850.00	\$ 5,550.00
3	Connect to Existing	EA	2	\$ 2,500.00	\$ 5,000.00
4	1" Water Service	EA	2	\$ 1,800.00	\$ 3,600.00
5	Saw Cut Asphalt	LF	1200	\$ 3.00	\$ 3,600.00
6	Remove Asphalt Pavement	SFT	2400	\$ 3.00	\$ 7,200.00
7	Removal of Existing Pipe	LF	600	\$ 10.00	\$ 6,000.00
8	Testing	LS	1	\$ 1,200.00	\$ 1,200.00
9	Barricades/Traffic Control	LS	1	\$ 1,500.00	\$ 1,500.00
10	Road Base	TN	180	\$ 35.00	\$ 6,300.00
					\$ -
Total All				\$	89,150.00

Exclusions

Asphalt Pavement Repair

MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.E.4.

SUBJECT

Approval of Budget Amendment to the FY 23 budget.

ORIGINATED BY

Darrell Hull, City Manager

SUMMARY

The City Manager recently conducted a review of the FY2023 Budget Book and related schedules and the budget numbers uploaded to the City's STW financial system. Based on the review, it was determined that three amounts in the approved budget were incorrect and too low when compared to the detail supporting schedules in each area. The results of the review were discussed with City Council at the January 26, 2023 City Council meeting and the February 21, 2023 City Council meeting. City Council directed Staff to prepare a budget amendment to correct the errors for the March 21, 2023 City Council meeting agenda.

Ordinance 745, attached hereto, outlines the budget amendment needed to correct the errors to the FY2023 Budget. A brief description of each item is also noted below.

The *FY23 Budget Summary* schedule (page 7 and page 111 of the adopted Budget Book) used to determine the total revenues and expenditures by fund for the budget adoption process had three incorrect numbers.

- Street Improvement Revenues did not include Franchise Fees Transfer In from the Water/Sewer Fund of \$140,310 (noted on the Interfund Transfers In/Out schedule on page 34 of the adopted Budget Book). Excluding the franchise fees transfer under budgeted total revenues on the Budget Summary schedule for the Street Improvement Fund for FY2023.
- Water Impact Fund Transfers Out of \$30,000 (page 104 of the adopted Budget Book) were not properly added to Expenditures of \$50,000 to get to total budgeted expenditures of \$80,000 for the FY2023 Budget Summary schedule for the Water Impact Fund. The amount of Transfers Out was subtracted from Expenditures instead of added to Expenditures.
- Sewer Impact Fund Transfers Out of \$60,000 (page 105 of the adopted Budget Book) were not properly added to Expenditures of \$50,000 to get to total budgeted expenditures of \$110,000 for the FY2023 Budget Summary schedule for the Sewer Impact Fund. The amount of Transfers Out was subtracted from Expenditures instead of added to Expenditures.

The charts below show the original FY23 Budget Summary used for the Adopted Budget process in September 2022 and the corrected FY23 Budget Summary after the proposed budget amendment is approved.

FY 23 Budget Summary - ORIGINAL			FY 23 Budget Summary - CORRECTED		
	Revenues	Expenditures		Revenues	Expenditures
GENERAL FUND	10,542,352	10,542,352	GENERAL FUND	10,542,352	10,542,352
CAPITAL REPLACEMENT FUND	153,400	167,153	CAPITAL REPLACEMENT FUND	153,400	167,153
COURT SECURITY FUND	2,950	12,000	COURT SECURITY FUND	2,950	12,000
COURT TECHNOLOGY FUND	2,040	-	COURT TECHNOLOGY FUND	2,040	-
STREET IMPROVEMENT FUND	1,013,878	1,021,400	STREET IMPROVEMENT FUND	1,154,188	1,021,400
JUVENILE CASE MANAGER FUND	525		JUVENILE CASE MANAGER FUND	525	
PARK REC/OTHER DONATION FUND	120	33,070	PARK REC/OTHER DONATION FUND	120	33,070
TREE REFORESTATION FUND	300	30,000	TREE REFORESTATION FUND	300	30,000
UNCLAIMED PROPERTY FUND	4	1,920	UNCLAIMED PROPERTY FUND	4	1,920
GENERAL FUNDS	\$ 11,715,569	\$ 11,807,895	GENERAL FUNDS	\$ 11,855,879	\$ 11,807,895
GENERAL DEBT SERVICE FUND	\$ 1,472,427	\$ 1,672,427	GENERAL DEBT SERVICE FUND	\$ 1,472,427	\$ 1,672,427
WATER/SEWER FUND	4,546,704	4,550,123	WATER/SEWER FUND	4,546,704	4,550,123
STORMWATER UTILITY FUND	269,689	210,221	STORMWATER UTILITY FUND	269,689	210,221
WATER IMPACT FUND	60,100	20,000	WATER IMPACT FUND	60,100	80,000
SEWER IMPACT FUND	70,600	(10,000)	SEWER IMPACT FUND	70,600	110,000
WATER AND SEWER FUNDS	\$ 4,947,093	\$ 4,770,344	WATER AND SEWER FUNDS	\$ 4,947,093	\$ 4,950,344
EDC FUND	1,019,621	1,019,852	EDC FUND	1,019,621	1,019,852
EDC BOND RESERVE FUND	1,500		EDC BOND RESERVE FUND	1,500	
EDC FUNDS	\$ 1,021,121	\$ 1,019,852	EDC FUNDS	\$ 1,021,121	\$ 1,019,852
CAPITAL PROJECTS FUND	86,711	104,800	CAPITAL PROJECTS FUND	86,711	104,800
CAPITAL BOND FUND	24,000	4,300,000	CAPITAL BOND FUND	24,000	4,300,000
PARK DEDICATION FUND	52,280	220,196	PARK DEDICATION FUND	52,280	220,196
LIBRARY BUILDING FUND	-		LIBRARY BUILDING FUND	-	
ROADWAY IMPACT FEE FUND	100,300	107,525	ROADWAY IMPACT FEE FUND	100,300	107,525
CAPITAL PROJECT FUNDS	\$ 263,291	\$ 4,732,520	CAPITAL PROJECT FUNDS	\$ 263,291	\$ 4,732,520
TIF #1 (NEW HOPE) FUND	234,081		TIF #1 (NEW HOPE) FUND	234,081	
HOTEL/MOTEL TAX FUND	9,120	20,000	HOTEL/MOTEL TAX FUND	9,120	20,000
POLICE SEIZURE FUND	1,403	12,000	POLICE SEIZURE FUND	1,403	12,000
LEOSE FUND	1,747	1,747	LEOSE FUND	1,747	1,747
DISASTER RECOVERY	1,955,000	1,955,000	DISASTER RECOVERY	1,955,000	1,955,000
SPECIAL REVENUE FUNDS	\$ 2,201,351	\$ 1,988,747	SPECIAL REVENUE FUNDS	\$ 2,201,351	\$ 1,988,747
TOTAL	\$ 21,620,852	\$ 25,991,786	TOTAL	\$ 21,761,161	\$ 26,171,786
STREET IMPROVEMENT FUND	Revenues did not include franchise fees transfer in from Water/Sewer of \$140,310				
WATER IMPACT FUND	Transfers Out, which are an expense, were subtracted from fund expenditures instead of added to the amount (Water Impact \$50,000+\$30,000=\$80,000; Sewer Impact \$50,000+\$60,000=\$110,000)				
SEWER IMPACT FUND					

The proposed budget amendment would provide the following changes to the FY23 Budget Summary for Revenues and Expenditures:

FY2023 Revenues			
Fund	Approved Amount	Amended Amount	Difference Amount
Street Improvement Fund - 17	\$ 1,013,878	\$ 1,154,188	\$ 140,310
Total All Funds	\$21,620,852	\$21,761,162	\$ 140,310
FY2023 Expenditures			
Fund	Approved Amount	Amended Amount	Difference Amount
Water Impact Fund – Fund 61	\$ 20,000	\$ 80,000	\$ 60,000
Sewer Impact Fund – Fund 62	(\$ 10,000)	\$110,000	\$120,000
Total All Funds	\$25,991,786	\$26,171,786	\$180,000

The budget amendment, once approved, will be attached to and made part of the original Adopted Budget by the City Secretary and will be filed in accordance with State Law.

RECOMMENDATION: APPROVE

ATTACHMENTS

1. Ordinance

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS AMENDING THE FISCAL YEAR 2022-2023 ADOPTED BUDGET OF THE CITY OF KENNEDALE, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; PROVIDING A SAVINGS AND REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Kennedale, Texas Fiscal Year 2022-2023 Budget was adopted within the time and in the manner required by State Law; and

WHEREAS, the City Council of the City of Kennedale, Texas hereby finds and determines that it is prudent to amend specific line items due to the occurrence of unforeseen errors that have impacted those line items; and

WHEREAS, the City Council of the City of Kennedale, Texas further finds that the amendments, as set for in Exhibit "A," will serve in the public interest and are necessary to support City operations; and

WHEREAS, the City Council of the City of Kennedale, Texas, finds and determines that the change in the Fiscal Year 2022-2023 Budget for the stated municipal purpose serves best interests of the taxpayers, is necessary, and warrants action at this time.

NOW, THEREFORE, BE IT ORDANED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS:

SECTION 1.

That the above and foregoing premises are true and correct and are incorporated herein and made part hereof for all purposes.

SECTION 2.

The City of Kennedale, Texas, Fiscal Year 2022-2023 Budget is hereby amended to correct the items presented in detail in Exhibit "A." This Amendment No. 1 (Exhibit "A") to the original Adopted Budget of the City of Kennedale, Texas, for the Fiscal Year 2022-2023 shall be attached to and made part of the original Adopted Budget by the City Secretary and shall be filed in accordance with State Law. This Ordinance is hereby adopted and shall constitute the first budget amendment that has occurred since October 1, 2022 effective date of the City's Fiscal Year 2022-2023 Budget.

SECTION 3.

That this Ordinance shall be cumulative of all other Ordinances of the City affecting the Fiscal Year 2022-2023 Budget of the City and shall not repeal any of the provisions of such Ordinances except

in those instances where provisions of those Ordinances are in direct conflict with the provisions of this Ordinance; whether such Ordinances are codified or uncoded, and all other provisions of the Ordinances of the City of Kennedale, Texas, codified or uncoded, not on conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 4.

If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court or competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5.

The City Secretary of the City of Kennedale, Texas, is hereby directed to engross and enroll this Ordinance in the Ordinance Records of the City and to properly record this Ordinance in accordance with the City Charter.

SECTION 6.

This Ordinance shall take effect from and after its date of passage, in accordance with law, and it is so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, THIS 21ST DAY OF MARCH, 2023.

APPROVED:

MAYOR,

ATTEST:

CITY SECRETARY,

ORDINANCE NO. XXX
EXHIBIT "A"

The *FY23 Budget Summary* schedule (page 7 and page 111 of the adopted Budget Book) used to determine the total revenues and expenditures by fund for the budget adoption process had three incorrect numbers.

- Street Improvement Revenues did not include Franchise Fees Transfer In from the Water/Sewer Fund of \$140,310. Total approved Revenues for the Street Improvement Fund for FY2023 should be \$1,154,188. This is an increase in approved Revenues of \$140,310.
- Water Impact Fund Transfers Out of \$30,000 were not properly added to Expenditures of \$50,000 to get to total budgeted expenditures of \$80,000 for the FY2023 Budget Summary schedule for the Water Impact Fund. Total Approved Expenditures for the Water Impact Fund should be \$80,000 instead of the original approved amount of \$20,000. This is a difference in approved Expenditures of \$60,000.
- Sewer Impact Fund Transfers Out of \$60,000 were not properly added to Expenditures \$50,000 to get to total budgeted expenditures of \$110,000 for the FY2023 Budget Summary schedule for the Sewer Impact Fund. Total Approved Expenditures for the Sewer Impact Fund should be \$110,000 instead of the original approved amount of (\$10,000). This is a difference in approved Expenditures of \$120,000.

The budget amendment would provide the following changes to the Approved FY23 Budget Summary for Revenues and Expenditures:

Fund	FY2023 Revenues		
	Approved Amount	Amended Amount	Difference Amount
Street Improvement Fund - 17	\$ 1,013,878	\$ 1,154,188	\$ 140,310
Total All Funds	\$21,620,852	\$21,761,162	\$ 140,310

Fund	FY2023 Expenditures		
	Approved Amount	Amended Amount	Difference Amount
Water Impact Fund – Fund 61	\$ 20,000	\$ 80,000	\$ 60,000
Sewer Impact Fund – Fund 62	(\$ 10,000)	\$110,000	\$120,000
Total All Funds	\$25,991,786	\$26,171,786	\$180,000

MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.E.5.

SUBJECT

Discuss and consider making Juneteenth a City of Kennedale holiday.

ORIGINATED BY Caroline Green

SUMMARY In 2021, the Federal Government established into law the Juneteenth National Independence Day Act. Juneteenth is a national holiday, a day of observance in the United States, aimed at commemorating the news of the emancipation. The day is promoted by celebrating African American history, culture, and achievements, as well as advancing diversity, equity, and inclusion.

RECOMMENDATION: Staff recommends that Council review and discuss establishing Juneteenth as a City holiday, then forward it to the Human Resources with a recommendation that they adopt Juneteenth as a holiday to be observed each year on June 19, effective June 19, 2023.

Included is the Holiday Schedule (see attachment) which shows the current holidays policy with edits. The current Holiday Schedule and recommended version is also included.

ATTACHMENTS

A Proclamation on Juneteenth Day of Observance, 2021

<https://www.whitehouse.gov/briefing-room/presidential-actions/2021/06/18/a-proclamation-on-juneteenth-day-of-observance-2021/>

JUNE 18, 2021

A Proclamation on Juneteenth Day of Observance, 2021

On June 19, 1865 — nearly nine decades after our Nation’s founding, and more than 2 years after President Lincoln signed the Emancipation Proclamation — enslaved Americans in Galveston, Texas, finally received word that they were free from bondage. As those who were formerly enslaved were recognized for the first time as citizens, Black Americans came to commemorate Juneteenth with celebrations across the country, building new lives and a new tradition that we honor today. In its celebration of freedom, Juneteenth is a day that should be recognized by all Americans. And that is why I am proud to have consecrated Juneteenth as our newest national holiday.

Juneteenth is a day of profound weight and power.

A day in which we remember the moral stain and terrible toll of slavery on our country -- what I’ve long called America’s original sin. A long legacy of systemic racism, inequality, and inhumanity.

But it is a day that also reminds us of our incredible capacity to heal, hope, and emerge from our darkest moments with purpose and resolve.

As I said on the 100th Anniversary of the Tulsa Race Massacre, great nations don’t ignore the most painful chapters of their past. Great nations confront them. We come to terms with them.

On Juneteenth, we recommit ourselves to the work of equity, equality, and justice. And, we celebrate the centuries of struggle, courage, and hope that have brought us to this time of progress and possibility. That work has been led throughout our history by abolitionists and educators, civil rights advocates and lawyers, courageous activists and trade unionists, public officials, and everyday Americans who have helped make real the ideals of our founding documents for all.

There is still more work to do. As we emerge from the long, dark winter of the COVID-19 pandemic, for example, racial equity remains at the heart of our efforts to vaccinate the Nation and beat the virus. We must recognize that Black Americans, among other people of color, have shouldered a disproportionate burden of loss — while also carrying us through

disproportionately as essential workers and health care providers on the front lines of the crisis.

Psalm 30 proclaims that “weeping may endure for a night, but joy cometh in the morning.” Juneteenth marks both the long, hard night of slavery and discrimination, and the promise of a brighter morning to come. My Administration is committed to building an economy — and a Nation — that brings everyone along, and finally delivers our Nation’s founding promise to Black Americans. Together, we will lay the roots of real and lasting justice, so that we can become the extraordinary country that was promised to all Americans.

Juneteenth not only commemorates the past. It calls us to action today.

NOW, THEREFORE, I, JOSEPH R. BIDEN JR., President of the United States of America, by virtue of the authority vested in me by the Constitution and the laws of the United States, do hereby proclaim June 19, 2021, as Juneteenth Day of Observance. I call upon the people of the United States to acknowledge and celebrate the end of the Civil War and the emancipation of Black Americans, and commit together to eradicate systemic racism that still undermines our founding ideals and collective prosperity.

IN WITNESS WHEREOF, I have hereunto set my hand this eighteenth day of June, in the year of our Lord two thousand twenty-one, and of the Independence of the United States of America the two hundred and forty-fifth.

JOSEPH R. BIDEN JR.

urgency." "Work urgency" is defined as the Department's need to have the employee at work to perform duty assignments for a specified period of time. If an employee has reached the maximum allowed unused balance and is unable to take vacation leave due to work urgency, injury, extended medical leave, or special or pre-scheduled authorized leave, the Department Head will approve an extension of time to allow the employee a period not to exceed six months to use accrued vacation leave in excess of the maximum allowed unused balance. Documentation of the approval will be placed in the employee's personnel file.

Scheduling Annual Vacation Leave. For each vacation hour used, one hour will be deducted from the employee's accrued vacation leave. Vacation leave must be taken in minimum increments of one-half hour (30 minutes). Department Heads are responsible for scheduling annual vacation leave for employees under their authority. Department Head vacations require City Manager approval. Whenever possible, vacation leave will be scheduled at the convenience of employees. However, Department Heads must be certain that vacations do not interfere with the normal functions and activities of department operations. Whenever possible, employees are encouraged to submit their preferred vacation schedule to the appropriate supervisor as far in advance as possible to relieve any scheduling problems that may develop.

Compensation For Leave Time. Vacation leave is paid at the employee's base pay rate at the time of vacation. Vacation leave will be paid only for time that the employee would ordinarily have worked. Vacation leave is considered time worked for purposes of calculating overtime payments.

Employees may not "borrow" unearned vacation time, *nor will the City buyback vacation time from an employee.* However, upon termination of employment, employees in good standing (as defined in Section 8.1) will be paid for any accrued but unused vacation time (up to a maximum of 240 hours; maximum of 360 hours for twenty-four hour fire shift personnel) at their regular hourly rate at the time of termination.

Probationary Employees. Newly hired, probationary employees are not eligible to take vacation time until they have completed six-months of service with the City. Vacation leave is forfeited if employment is terminated before a probationary employee completes six-months of service.

4.7 HOLIDAYS

It is the City's policy to permit as many employees as possible to enjoy a day off without loss of pay on holidays. However, any or all employees may be required to work on a holiday.

Official Holidays. The City usually observes the holidays listed below, plus one personal holiday. When a holiday falls on a Saturday or Sunday, the holiday will normally be observed by the City on the day designated by the federal government (i.e., the Friday before or the Monday following).

New Year's Day (January 1)
Martin Luther King, Jr. Day
Good Friday
President's Day
Memorial Day (last Monday in May)
Juneteenth (June 19)
Independence Day (July 4)
Labor Day (first Monday in September)*
Thanksgiving (fourth Thursday in November)
Day after Thanksgiving
Christmas Eve Day (December 24)
Christmas (December 25)
Personal Day

**In compliance with the Texas Local Government Code section 142.0013, firefighters shall receive a holiday designated as September 11 in lieu of Labor Day. City Council approved this action on August 13, 2009.*

Eligibility. Only regular full-time and part-time employees are eligible for paid holidays. To be eligible for holiday pay, non-exempt employees must work their regular schedule immediately before and after the holiday, or use paid leave time, unless otherwise approved by their Supervisor, MoR or Department Head. Employees on a leave of absence without pay the work day before a holiday are ineligible for holiday pay.

Holiday Rate of Pay.

Regular Non-exempt Employees (excluding public safety personnel (fire, police and dispatchers). Full-time employees who work on a holiday will be paid eight hours of holiday pay, plus time and ½ for each hour actually worked.

Holidays will be counted as hours worked for the purpose of determining overtime for full-time non-exempt employees, for example: if a holiday falls on Monday, the employee receives eight (8) hours holiday pay; then if the employee works an additional 35 hours that week, the employee would receive three (3) hours of overtime.

Regular part-time employees who do not work on a holiday receive holiday pay equal to the number of hours they normally work on the day of the week on which the holiday falls.



Holiday Schedule FY 2022-2023

Thanksgiving	Thursday November 24, 2022 Friday, November 25, 2022
Christmas	Friday, December 23, 2022 Monday, December 26, 2022
New Year's Day	Monday, January 2, 2023
Martin Luther King Day	Monday, January 16, 2023
President's Day	Monday, February 20, 2023
Good Friday	Friday April 7, 2023
Memorial Day	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday September 4, 2023
Personal Day	Schedule with Supervisor

Darrell Hull, City Manager



Holiday Schedule FY 2022-2023

Thanksgiving	Thursday November 24, 2022 Friday, November 25, 2022
Christmas	Friday, December 23, 2022 Monday, December 26, 2022
New Year's Day	Monday, January 2, 2023
Martin Luther King Day	Monday, January 16, 2023
President's Day	Monday, February 20, 2023
Good Friday	Friday April 7, 2023
Memorial Day	Monday, May 29, 2023
Juneteenth Day	Monday, June 19, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday September 4, 2023
Personal Day	Schedule with Supervisor

Darrell Hull, City Manager



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.E.6.

SUBJECT

Discussion and approval of Park Dedication Ordinance.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.E.7.

SUBJECT

Discuss and approve the sale of 6890 Hudson Village Creek Road.

ORIGINATED BY

Darrell Hull, City Manager

SUMMARY

The sale of approximately one acre more or less described on Exhibit 'A' along with the common access area described on Exhibit 'A1' attached hereto, which is the property located at 6890 Hudson Village Creek Road.

RECOMMENDATION; Approve

ATTACHMENTS

Exhibit A – Legal description of land to be sold.

Exhibit A1 – Legal description of common access area to be sold.

LETTER AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

Buyer agrees to purchase and Seller agrees to sell the property described below under the terms herein stated.

Seller: City of Kennedale, a municipal entity by and through its duly authorized officials

Buyer: Wayne Winters, Individually

Property: Approximately One acre more or less described on Exhibit "A" along with the common access area described on Exhibit "A1" attached hereto.

Price: \$40,000.00 cash, paid at delivery of fully executed Special Warranty Deed.

Survey: not required by Buyer

Title Policy: At Buyer's expense.

Taxes: proration not required

Closing Costs: Buyer to pay for preparation and filing of Deed.

Title Company: Commonwealth Title Company 601 W Abram St., Arlington.

Buyer at Buyer's expense shall order a Commitment for Title Insurance upon executing this letter agreement. Upon receipt of Title Commitment, Buyer shall have 2 days to determine that the condition of the Title is acceptable.

The delivery of the purchase price will be completed on or before 3 days after acceptance of Title by Buyer.

Agreed to by the Buyer and Seller this _____ day of March, 2023.

Seller:

City of Kennedale, City Manager

City of Kennedale, Mayor

Buyer:

by: _____

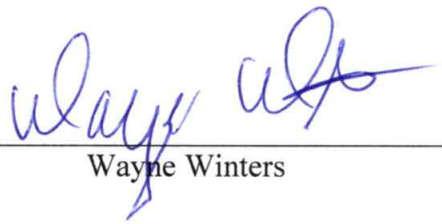

Wayne Winters

EXHIBIT A

BEING a tract of land situated in the M. Anderson Survey, Abstract No. 9, Tarrant County, Texas, by deed to DAVIS-WINTERS INVESTMENTS, LTD., as recorded under Clerk's file number D204067218, Deed Records, Tarrant County, Texas (DRTCT), and being more particularly described by metes and bounds as follows:

COMMENCING at a $\frac{3}{4}$ inch iron pin found in the south line of Hudson Village Creek Road for the northeast corner of a tract of land to L.D. Jones, Jr. and Trudy Jones as recorded under Clerk's file number D204126737, DRTCT, said point also being in the west line of a tract of land by deed Tarrant County Water Control and Improvement District Number One as recorded in Volume 5199, Page 432, DRTCT;

THENCE South 00 degrees 05 minutes 00 seconds West, along the west line of said Water Control District tract a distance of 645.00, to the POINT OF BEGINNING;

THENCE South 00 degrees 05 minutes 00 seconds West, continuing along the west line of said Water Control District tract a distance of 195.00 feet, to a point for corner;

THENCE North 89 degrees 32 minutes 00 seconds West, a distance of 210.88 feet, to a point for corner in the beginning of a curve to the right with a radius of 1780.00 feet, a central angle of $05^{\circ} 48' 09''$, with a long chord bearing $N02^{\circ} 49' 05'' W$ a distance of 180.19 feet;

THENCE Northwesterly along said curve to the right an arc length of 180.27 feet, to a point for corner;

THENCE North 00 degrees 05 minutes 00 seconds East, a distance of 15.11 feet, to a point for corner;

THENCE South 89 degrees 32 minutes 00 seconds East, a distance of 220.00 feet, to the POINT OF BEGINNING and containing 42,353 sq.ft. or 0.9722 acres of land, more or less.

EXHIBIT A-1

BEING a portion of the remainder of a tract of land situated in the M. Anderson Survey, Abstract No. 9, Tarrant County, Texas, by deed to Davis-Winters Investments, Ltd., shown on Instrument No. D204067218, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a $\frac{1}{2}$ inch iron pin found for the northwest corner of said Davis-Winters Investments, Ltd. tract, said point being in the south line of Hudson Village Creek Road:

THENCE South 89 degrees 32 minutes 00 seconds East, along the south line of said Hudson Village Creek Road a distance of 257.76 feet, to the POINT OF BEGINNING:

THENCE South 89 degrees 32 minutes 00 seconds East, continuing along the south line of said Hudson Village Creek Road a distance of 60.00 feet, to a point for easement corner:

THENCE South 00 degrees 05 minutes 00 seconds West, a distance of 650.11 feet, to a point for easement corner, said point being the beginning of a curve to the left with a central angle of $5^{\circ}48'09''$, a radius of 1780.00', and a long chord of 180.19', which bears $S02^{\circ}49'05''E$:

THENCE Southeasterly along said curve to the left on arc distance of 180.27 feet, to a point for easement corner:

THENCE North 89 degrees 32 minutes 00 seconds West, a distance of 60.34 feet, to a point for easement corner, said point being the beginning of a curve to the right with a central angle of $5^{\circ}36'00''$, a radius of 1840.00', and a long chord of 179.77', which bears $N02^{\circ}43'00''W$:

THENCE Northwesterly along said curve to the right on arc distance of 179.84 feet, to a point for easement corner:

THENCE North 00 degrees 05 minutes 00 seconds East, a distance of 650.51 feet, to the POINT OF BEGINNING and containing 50,421 sq.ft. or 1.157 acres of land, more or less.

W.H. HUDSON SURVEY
ABSTRACT No. 716

SURVEY LINE

TRACT 6
JOHNNY HENDRICK

60 FOOT WIDE ACCESS EASEMENT
1.157 ACRES

L.D. JONES, JR. AND
TRUDY JONES
D204126737, DRCT

W. ANDERSON SURVEY
ABSTRACT No. 9

TRACT 2
TARRANT COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NUMBER ONE
VOLUME 5199, PAGE 432
DRCT

TRACT 6A REMAINDER
DAVIS-WINTERS
INVESTMENTS, LTD.
D204067218 DRTCT

150 FOOT RADIUS
SANITARY SEWER
CONTROL EASEMENT
D205060019, DRTCT

TRACT 4
HARRELL MITCHELL AND JENNIFER MITCHELL
VOLUME 15493, PAGE 102
DRTCT



GRAPHIC SCALE

0 50 100 200

EXHIBIT

CHEATHAM AND ASSOCIATES
1250 E. COPELAND ROAD, SUITE 900
ARLINGTON, TEXAS 76011
METRO (817) 265-8836 (817) 548-0696



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.A.

SUBJECT

PURSUANT TO §551.071 — Consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda, legal issues regarding the Open Meetings Act.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.B.

SUBJECT

PURSUANT TO §551.072 — Deliberation regarding the purchase, exchange, lease, or value of real property.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.C.

SUBJECT

PURSUANT TO §551.087 — (1) *Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision.*

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.C.1.

SUBJECT

Karmali Holdings.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.D.

SUBJECT

PURSUANT TO §551.074 — *Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.*

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MARCH 21, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.D.1.

SUBJECT

City Manager Follow Up.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS